



**SPECIAL MEETING OF
BELMONT CITY COUNCIL
TUESDAY, JULY 22, 2014, 6:30 P.M.
ONE TWIN PINES LANE, BELMONT, CA**

AGENDA

NOTICE IS HEREBY GIVEN of a Special Meeting called by Mayor Lieberman pursuant to Government Code Section 54956 for the following items:

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 650/595-7413. The speech and hearing-impaired may call 650/637-2999 for TDD services. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Third Floor Conference Room

1. ROLL CALL

2. PUBLIC COMMENTS

This is the public's opportunity to address the City Council on the item that will be considered in the Closed Session.

3. ADJOURN TO CLOSED SESSION TO CONSIDER:

- A. Conference With Legal Counsel – Existing Litigation per Government Code Section 54956.9(d)(1) – Three cases:

Baka v. City of Belmont, San Mateo County Superior Court No. CIV 523248;

City of Belmont v. Matosantos, Sacramento County Superior Court No. 34-2013-80001617

Vinarskiy v. City of Belmont, San Mateo County Superior Court No. CIV 527021

ADJOURN TO REGULAR MEETING

**BELMONT CITY COUNCIL
and
BELMONT FIRE PROTECTION DISTRICT BOARD**

Belmont City Hall
One Twin Pines Lane, Belmont, CA



**AGENDA
Tuesday, July 22, 2014**

7:00 P.M. REGULAR MEETING
(City Council Chambers)

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. REPORT FROM CLOSED SESSION**
- 4. SPECIAL PRESENTATIONS**
 - A. National Night Out 2014
 - B. Proclamation in Recognition of PG&E's "Call Before You Dig" Program
- 5. PUBLIC COMMENTS AND ANNOUNCEMENTS**

This agenda category is limited to 15 minutes, with a maximum of 3 minutes per speaker, and is for items of interest not on the Agenda. If you wish to address the hearing body, please complete a Speaker's Card and give it to the City Clerk. If you wish to express an opinion on a non-agenda item without addressing the Council/Board, please fill out a "Comment Form" and give to the City Clerk.
- 6. COUNCIL MEMBER COMMENTS AND ANNOUNCEMENTS**
- 7. AGENDA AMENDMENTS (if any)**
- 8. CONSENT CALENDAR**

Consent Calendar items are considered to be routine and will be enacted by one motion. There will be no separate discussion on these items unless members of the Council/Board or staff request specific items to be removed for separate action.

- A. Minutes of Adjourned Regular City Council Meeting of June 24, 2014, Special and Regular City Council Meeting of July 8, 2014, and Regular Belmont Fire Protection District Meeting of July 8, 2014
- B. Informational Update on Financing Plan for Silicon Valley Clean Water Capital Improvement Plan
- C. Resolution of the City Council Approving a Memorandum of Understanding between the City of Belmont and the Belmont Police Officers Association for the Term July 1, 2014 through June 30, 2017
- D. Resolution of the City Council Authorizing a Purchase Order for the Printing of Three (3) Seasonal Activity Guide Publications in an Amount Not to Exceed \$22,000
- E. Resolution Of The City Council Authorizing The Issuance Of A Purchase Order To Trivad, Inc., Procuring Network Disk Storage For An Amount Not To Exceed \$9,253
- F. Resolution of the City Council Confirming the Selection of the City-wide Street Lighting Design Guidelines
- G. Resolution Of The City Council Authorizing The Issuance Of A Purchase Order To Loop1 Systems, Inc., Procuring Network Monitoring Software, Installation And Training For An Amount Not To Exceed \$6,753
- H. Resolution of the City Council Authorizing the purchase of fifteen (15) AXON Flex Camera Video Recorder systems for the Belmont Police Department, and enter into an agreement for maintenance and support with TASER International, Inc.
- I. Resolution of the City Council Authorizing City Manager to Execute a Service Agreement with Keyser Marston Associates for Housing and Downtown Economic Services for an Amount Not to Exceed \$35,000, and Economic Development Services as Needed

ACTION: 1) Motion to approve the Consent Calendar.

9. HEARINGS (None)

10. OTHER BUSINESS

- A. Housing Element Update: Belmont Zoning Ordinance Amendments Necessary to Comply with the Belmont Housing Element 2007-2014 (First Reading)

ACTION:

- 1) **Motion to Introduce Ordinance and set the Public Hearing for the second reading and adoption for August 26, 2014**
- 2) **Take other action**

11. COMMISSION, COMMITTEE, AND COUNCIL INTERGOVERNMENTAL ASSIGNMENT UPDATES, AND STAFF ITEMS

- A. Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments
- B. Verbal Report from City Manager

12. PUBLIC COMMENTS AND ANNOUNCEMENTS (if any)

For comments that could not be covered in the initial comment period.

13. MATTERS OF COUNCIL INTEREST/CLARIFICATION

Items in this category are for discussion and direction to staff only. No final policy action will be taken by Council/Board.

14. ADJOURNMENT



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Meeting information can also be accessed via the internet at: www.belmont.gov. All staff reports will be posted to the web in advance of the meeting, and any writings or documents provided to a majority of the City Council/District Board regarding any item on this agenda will be made available for public inspection in the City Clerk's Office, One Twin Pines Lane, Suite 375, during normal business hours and at the Council Chambers at City Hall, Second Floor, during the meeting.

Meeting televised on Comcast Channel 27, and webstreamed via City's website at www.belmont.gov

Minutes of Regular Meeting of Tuesday, June 24, 2014
One Twin Pines Lane, Belmont, CA

ROLL CALL

COUNCILMEMBERS PRESENT: Wright, Stone

COUNCILMEMBERS ABSENT: Reed, Braunstein, Lieberman

Due to a lack of quorum, this meeting was adjourned to July 8, 2014

Terri Cook
City Clerk

**Minutes of Adjourned Meeting of June 24, 2014, and Special and Regular Meeting
of July 08, 2014
Belmont City Hall
One Twin Pines Lane, Belmont, CA**

CLOSED SESSION CALL TO ORDER: 6:00 p.m.

- A. Conference with Labor Negotiator, Greg Scoles, pursuant to Government Code Section 54957.6: BPOA (Belmont Police Officers Association)

COUNCILMEMBERS PRESENT: Wright, Reed, Stone, Braunstein
COUNCILMEMBERS ABSENT: Lieberman

ADJOURNMENT at this time being 6:10 P.M.

**Terri Cook
City Clerk**

CONVENE STUDY SESSION

**Study Session to review the General Plan Housing Element 2015-2023 update and consider the
2013 Housing Element Progress Report**

Community Development Director outlined the actions for this evening. He noted that the 2013 Housing Element Progress Report would need to be transmitted to State agencies.

Management Analyst Rose described housing elements and outlined dates when it must be updated. She pointed out that the next update must be approved by February 2015. She outlined progress in the increase of production of housing units since 2007. She noted that other zoning actions including the approval of the Downtown plan could facilitate the production of additional units in order to further meet housing goals.

Management Analyst Rose outlined current housing trends in San Mateo County and described the 2015-2022 Housing Element goals which will further increase the availability of housing. She pointed out that the ongoing efforts for the Belmont Village Plan will help facilitate housing needs

Joshua Hugg, Housing Leadership Council of San Mateo County, commented regarding the effect of dissolution of redevelopment agencies on housing production, and the recent economic downturn. He provided statistics for San Mateo County, including housing prices, rent prices, and housing production, and the percentage of commuters from outside the county. He pointed out that old solutions are not meeting today's needs. He thanked the City Council for its participation in Nexus study. He commented regarding the needs of renters.

Michele Beasley, Greenbelt Alliance, commented regarding the changing demographics in San Mateo County. She expressed support for the Belmont Village Plan, and commented that more housing choices are needed near transit. She also commented regarding Housing impact fees.

Laura Peterhans, Peninsula Interfaith Action, expressed support for a secondary dwelling unit ordinance. She expressed a desire to maintain existing affordable units and to expand new, and to provide for rent stabilization and tenant protections.

Councilmember Stone stated that he recognizes the current housing crisis, and expressed support for the development of affordable housing, especially for teachers and public employees.

Councilmember Reed expressed concern that the City of Belmont has met only eight percent of its housing goal to date. He pointed out that 30 percent of households are at below market income.

Community Development Director de Melo pointed out that there are some pending projects forthcoming that will help to address housing production.

Councilmember Braunstein pointed out that demographics affect many aspects of city government. He expressed support for Belmont's ongoing involvement with HEART and HIP, and noted that the recent economy situation likely resulted in lack of housing production which should change in the near future. He commented that Belmont can produce housing while staying true to its vision.

Discussion ensued regarding density bonus.

Council concurred to direct staff to proceed with the Housing Element Implementation and Update Schedule, as proposed and to consider the 2013 Housing Element Progress Report, and direct transmittal to State agencies.

ADJOURNMENT at this time, being 6:50 P.M.

**Terri Cook
City Clerk**

**REGULAR MEETING
CALL TO ORDER 7:00 P.M.**

ROLL CALL

COUNCILMEMBERS PRESENT: Wright, Reed, Stone, Braunstein

COUNCILMEMBERS ABSENT: Lieberman

PLEDGE OF ALLEGIANCE

Led by Information Technology Director Bill Mitchell.

REPORT FROM CLOSED SESSION

City Attorney Rennie noted that the City Council and the Belmont Police Officers Association have reached tentative agreement. He noted that formal action will take place at a future meeting.

COUNCIL MEMBER COMMENTS AND ANNOUNCEMENTS

Councilmember Braunstein commented regarding the status of District 52 Little League championship series. He also noted the ongoing Concerts in the Park.

ITEMS APPROVED ON CONSENT CALENDAR

Minutes of Special and Regular City Council Meeting of June 10, 2014, and

Motion to Receive Monthly Financial Reports

Resolution 2014-096 Approving Plans and Specifications, Authorizing Advertisement for Sealed Bids, Authorizing the City Manager to Execute a Contract to the Lowest Responsible Bidder for an Amount not to Exceed \$50,000, and Approving a Ten Percent Construction Contingency for the Marsten Avenue Storm Drain Repair Project, City Contract Number 2014-527

Resolution 2014-097 Authorizing a Purchase Order for Unleaded Gasoline and Diesel Fuel from Valley Oil Company for an Amount not to Exceed \$25,000

Resolution 2014-098 Authorizing the Issuance of a Purchase Order to Questys Solutions Procuring Annual Software Maintenance and Support for the Questys Agenda & Document Management Applications, for an Amount not to Exceed \$10,556

Resolution 2014-099 Authorizing the Issuance of a Purchase Order to TRIVAD, Inc., Procuring a Network Backup and Recovery Solution Including Installation and Three Year Maintenance for an Amount not to Exceed \$30,828

ACTION: On a motion by Councilmember Stone, seconded by Councilmember Wright, the Consent agenda was unanimously approved, as amended.

ITEMS REMOVED FROM CONSENT CALENDAR FOR SEPARATE CONSIDERATION

Informational Report Regarding the Status of the Program for Arterial System Synchronization (PASS) Project – Traffic Signal Timing Analysis for Traffic Signal Systems located along the Ralston Avenue Corridor

Tran Tran, Belmont resident, requested clarification on this item as it relates to the Ralston Corridor Study.

Public Works Director Oskoui noted that efforts were coordinated. He pointed out that the intent of PASS (Program for Arterial System Synchronization) study is related to length of green and yellow lights, as well as pedestrian crossing time and synchronization.

Resolution of the City Council Authorizing A Service Agreement With Dyett & Bhatia, Urban and Regional Planners, For An Amount Not To Exceed \$550,000 For General Plan Consulting Services For The 2035 Belmont Village & General Plan Update Project

Tran Tran, Belmont resident, requested clarification regarding where the money is budgeted.

Community Development Director de Melo expressed the importance of updating the General Plan. He pointed out that the City Council gave direction regarding this expenditure in February. He described the vetting process that was undertaken regarding the selection of the consultant and noted that other funding sources will be sought to help recoup costs. Finance Director Fil explained that the expenditure is reflected in several places in the budget.

ACTION: On a motion by Councilmember Reed, seconded by Councilmember Stone, and unanimously approved (4-0, Lieberman absent) to accept the Informational Report Regarding the Status of the Program for Arterial System Synchronization (PASS) Project – Traffic Signal Timing Analysis for Traffic Signal Systems located along the Ralston Avenue Corridor, and to adopt Resolution 2014-100 of The City Council Authorizing A Service Agreement With Dyett & Bhatia, Urban and Regional Planners, For An Amount Not To Exceed \$550,000 For General Plan Consulting Services For The 2035 Belmont Village & General Plan Update Project

HEARINGS

Public Hearing Under Proposition 218 to Consider Protests to Proposed Increases to Sewer Service Charges Effective Fiscal Years 2014/2015 and 2015/2016 (continued from adjourned June 24th City Council Meeting) and Public Hearing to Consider Protests to the Annual Report for Collection on the Tax Roll of Sewer Services Fees Charged to Parcels to Fund the Operation and Maintenance of the City's Sewer Collection System

Tom Gould, consultant, provided an overview of the rate analysis. He noted that his rate study in 2012 did not include ongoing deferred capital needs, it dealt only with addressing existing maintenance. He pointed out that the majority of operation and maintenance costs are the result of the treatment of sewage at the plant, costs which are not controlled by the City. He outlined the increase in funding for capital projects. He noted that the proposed rate option will address deferred capital needs within 15 years.

He outlined the rate structure. He provided comparison data with neighboring cities.

Public Works Director Oskoui described sewage spills experienced in neighboring cities which have resulted in lawsuits, the costs of which are reflected in their rates. He pointed out that Belmont had zero rate increases in recent years, which resulted in a lack of revenue to address deferred needs, and did not put any money into reserves.

Discussion ensued regarding bond, construction and operating reserves.

Tran Tran, Belmont resident, stated that the information not easy to digest. She pointed out that the City issued \$15 million in bonds in 2001 and 2006, and it is not clear how much was spent on deferred maintenance. She would like information regarding future rate increases to pay for bond indebtedness.

Tim O'Brien, Belmont resident, stated that he does not understand past history and previous bond issuances. He expressed support for taking care of deferred maintenance. He noted the need for clarification regarding I/I (inflow and infiltration) and how it will affect costs.

Joan Peceimer, Belmont resident, outlined her tax increases since 2001. She expressed the need for clarification regarding fixed, volumetric, and facility charges.

Public Works Director Oskoui explained the differences between fixed, volumetric, and facility charges, as well as the inflow and infiltration issue.

Discussion ensued regarding the needs at the treatment plant, as well as new regulatory requirements. Discussion also ensued regarding I/I and its cause and effect on the treatment costs.

Finance Director Fil outlined the 2001 and 2006 bond issuances. Public Works Director Oskoui described some of the projects that were paid for from existing bonds.

The Public Hearings were closed.

City Clerk Cook noted that 59 protests had been received.

ACTION: Councilmember Stone made a motion, seconded by Councilmember Wright to approve the staff recommendation regarding the sewer rates for 2014/15 and 2015/16.

Councilmember Reed pointed out that it is less expensive to make repairs now than to wait until the system fails.

Councilmember Stone commented that rates were not increased enough in previous years to address deferred maintenance. He noted that infrastructure is important to address.

Councilmember Wright stated that Public Works has performed its due diligence with what monies have been allocated. She pointed out the need to avoid a major catastrophe, and that the City Council owes it to the citizens to maintain the system.

Councilmember Braunstein concurred that infrastructure needs are important, and the City Council needs to be a good steward of the city.

ACTION: On the previous motion, made by Councilmember Stone, seconded by Councilmember Wright, Approve Resolution 2014-101 Increasing Sewer Service Charges for 2014/15 and 2015/16, and Adoption of Ordinance 2014-1078 Increasing Sewer Service Charges (4-0, Lieberman absent).

Public Hearing to Consider Protests to the Annual Report for Collection on the Tax Roll of Sewer Service Fees Charged to Parcels to Fund the City's Share of the Silicon Valley Clean Water Agency Sewer Treatment Plant Expansion; and

Public Hearing to Consider Protests to the Annual Report for Collection on the Tax Roll of Storm Drainage Fees Charged to Parcels to Fund the City of Belmont Fiscal Year 2014/2015 National Pollutant Discharge Elimination System (NPDES) Storm Water Compliance Program; and

Public Hearing to Consider Requesting that the San Mateo County Board of Supervisors, Acting as the Governing Board of the San Mateo County Flood Control District, Continue to Impose on All Parcels within the Territorial Limits of the City of Belmont the Basic and Additional Charges Necessary to Fund the City's Share of the Countywide NPDES General Program, and to Collect the Charges on the Property Tax Assessment Roll

Public Works Director Oskoui described these actions. He explained that Belmont is the only city in San Mateo County that adopts the County's recurring annual NPDES (National Pollutant Discharge Elimination System) report on charges to be imposed, and recommended that the motion include a provision that this charge is ongoing until the City Council rescinds it. He explained that this will eliminate the need for the City Council to take action on an annual basis.

Vice Mayor Braunstein opened the Public Hearings. No one came forward to speak.

The Public Hearings were closed.

ACTION: On a motion by Councilmember Reed, seconded by Councilmember Wright, and unanimously approved (4-0, Lieberman absent) to adopt the following resolutions:

Resolution 2014-102 Related to Annual Report for Fees for the City's Sewer Collection System

Resolution 2014-103 Adopting Annual Report Related to Silicon Valley Clean Water Treatment Plant

Resolution 2014-104 Adopting Annual Report Related to City NPDES charge

Resolution 2014-105 Adopting Annual Report Related to the County's NPDES charge (as amended to give authority to collect indefinitely or until such time as rescinded)

COMMISSION, COMMITTEE, AND COUNCIL INTERGOVERNMENTAL ASSIGNMENT UPDATES, AND STAFF ITEMS

Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments

Councilmember Wright reported on a recent Peninsula Traffic Congestion Relief Alliance meeting, and noted that the General Plan consultant was selected during a recent ad hoc meeting.

Councilmember Stone stated that he attended a Sea Level Rise Climate conference sponsored by Congresswoman Jackie Speier.

Councilmember Reed reported on a recent Infrastructure Committee meeting, and outlined an ad hoc committee meeting he and Councilmember Stone attended to address a variety of regulations identified by the City Council at its workshop in February.

Verbal Report from City Manager

Finance Director/Acting City Manager Fil reported on State budget trailer bills that will be favorable to Belmont. He noted that the Parks and Recreation Commission had a discussion re proposed Quimby Act park-in-lieu fees.

ADJOURNMENT at this time, being 8:35 P.M.

**Terri Cook
City Clerk**

**REGULAR MEETING OF
DIRECTORS OF BELMONT FIRE PROTECTION DISTRICT
Tuesday, July 8, 2014
CITY COUNCIL CHAMBERS, ONE TWIN PINES LANE**

**REGULAR MEETING
CALL TO ORDER 7:00 P.M.**

(Note: Belmont Fire Protection District meeting held concurrent with the City Council Meeting.)

ROLL CALL

BOARDMEMBERS PRESENT: Reed, Braunstein, Stone, Wright,
BOARDMEMBERS ABSENT: Lieberman

ITEMS APPROVED ON CONSENT CALENDAR

Minutes of Regular Belmont Fire Protection District Meeting of June 10, 2014

Resolution 2014-014 of the Belmont Fire Protection District Authorizing a Purchase Order to L.N. Curtis & Sons in an Amount not to exceed \$21,336.75 for Firefighter Turnout Garments

Resolution 2014-015 of the Belmont Fire Protection District Authorizing a Purchase Order to Central County Fire Department for Fleet Maintenance Services in an amount Not to Exceed \$50,000 for FY 2015

ACTION: On a motion by Director Stone, seconded by Director Wright, the Consent Agenda was unanimously approved.

ADJOURNMENT at this time being 8:35 P.M.

**Terri Cook
District Secretary**

Meeting audio-recorded and videotaped.



STAFF REPORT

Meeting Date: July 22, 2014

Agenda Item #8B

Agency: City of Belmont

Staff Contact: Thomas Fil, Finance Department, (650) 595-7435, tfil@belmont.gov

Agenda Title: Informational Update on Financing Plan for Silicon Valley Clean Water Capital Improvement Plan

Agenda Action: Informational Item

Recommendation

This is an informational update on the financing plan for Silicon Valley Clean Water (SVCW) Authority Capital Improvement Plan (CIP). No action is required by the Council.

Background

The City is a 9.45% partner in the SVCW's \$545M CIP (as of December 2013) to replace dilapidated pump, force main and treatment facilities. It is likely the cost of the CIP will increase, with recent estimates topping \$700M.

In 2009, in order to pay for the CIP, the City adopted a sewer treatment facility charge which is fixed at the rate \$250/annum for residential customers through FY 2048. At the time the fee was adopted, the CIP was estimated at approximately \$350M, of which Belmont had a responsibility for approximately \$45M.

Analysis

Staff has been working with the City's financial advisor, Sohail Bengali of Stifel, Nicolaus & Company to perform a high level analysis of the SVCW CIP financing plan. The objective of the analysis was to determine if the City was deploying an effective strategy of funding the growing obligation and to identify any near or mid-term funding gaps between available resources and CIP requirements.

Mr. Bengali's report concludes the City has an effective strategy which should meet the outlined goals and involves a balance between cash funding its obligations, participating in the State Revolving Fund (SRF) debt program sponsored by SVCW, and issuing debt under the City's own independent powers. However, as indicated above, if the SVCW's CIP costs increase significantly above the current level, additional sources of funding will need to be identified.

This report serves as a transmittal of Stifel, Nicolaus & Company's funding plan analysis.

Attachments

A. Stifel, Nicolaus & Company's Report – July 11, 2014

Fiscal Impact

- ☒ No Impact/Not Applicable
☐ Funding Source Confirmed:

Source:

- ☐ Council
☒ Staff
☐ Citizen Initiated
☐ Other*

Purpose:

- ☐ Statutory/Contractual Requirement
☐ Council Vision/Priority
☒ Discretionary Action
☐ Plan Implementation*

Public Outreach:

- ☒ Posting of Agenda
☐ Other*

CITY OF BELMONT

Silicon Valley Clean Water Capital Improvement Plan

Analysis of Funding Plan

July 11, 2014



Sohail Bengali
Stifel Nicolaus & Company
One Montgomery Street
35th Floor
San Francisco, CA 94104
415-364-6836
sbengali@stifel.com

BACKGROUND

Silicon Valley Clean Water (SVCW) has embarked on a \$545 million 10-year Capital Improvement Program (CIP) to improve the reliability and efficiency of its regional wastewater system and facilities. Over the next few years these projects will help address the most critical needs of SVCW's aging wastewater system, improving the condition of sewer mains, repairing treatment facilities, and assuring compliance with stringent environmental standards. SVCW is a regional wastewater treatment plant in Redwood Shores owned by the cities of Belmont, Redwood City, and San Carlos, and the West Bay Sanitary District, which services Menlo Park, Portola Valley, and portions of Atherton, Woodside, East Palo Alto, Redwood City, and San Mateo County. The facility serves more than 200,000 residents and businesses by providing wastewater treatment in accordance with the highest technical, environmental, and safety standards. Like similar plants across the nation, SVCW must replace or rehabilitate aging infrastructure and make sure the treatment facilities continue to comply with regulatory requirements and provide quality wastewater and recycled water services.

The City has requested Stifel to analyze the City's plan to meet its financial obligations to the proposed current SVCW capital improvement plan, determine its adequacy, and to recommend strategies and alternatives. The analysis will consider not only the amount of the CIP, but also the timing of the CIP. The implications on the sources of funding, adequacy of reserves and capital markets alternatives will be evaluated.

ISSUE AT HAND

The City has identified the annual sewer service fee as the key source of funding its share of the CIP. The critical questions are whether this source is adequate to fund the current CIP, and what strategies need to be developed to address any changes in the timing of the CIP outflows. Equally as important is an analysis of whether the current level of the annual sewer service fee will be adequate if the CIP budget rises significantly in the future (this is particularly important as the estimates of the CIP have been consistently increased over the past few years).

OVERVIEW

The City of Belmont's participation in SVCW's long term CIP includes a balance between cash funding its obligations, participating in the State Revolving Fund (SRF) debt program sponsored by SVCW, and issuing debt under the City's own independent powers.

The SVCW has provided the City of Belmont with a long-term capital improvement budget for FY14 to FY21. The latest report, dated as of 12/09/13, currently estimates the total project cost remaining for its member agencies equal to \$431.8M, and Belmont's share is approximately 9.45% of this amount, or approximately \$40.8M. SVCW regularly updates this report and provides revised figures for the CIP, and Belmont's obligation share, as the project is further developed and modified. Under the latest plan, Belmont has paid in cash \$1.2M and \$6.9M during FY14, for its share of the ongoing CIP expenditures.

Belmont collects approximately \$3.1M annually from its service area as the sewer service fee. This source of funds is used to build up a reserve to pay in cash, its obligations to the CIP. The City has the

option to continue to pay cash for its future obligations, participate in the SVCW sponsored SRF loan program or issue debt under its own authority (or a combination of the three).

CURRENT FINANCIAL PLAN

The City of Belmont has modeled its annual revenue receipts from the sewer service fee, its ongoing cash flow needs, and the CIP obligations, to create a 34-year planning outlook timed to the expiration of the current sewer service fee in FY48. The near-term planning horizon is the next 10-year period. This outlook combines a pay-as-you-go (PAYG) component with an SRF loan-share component and an independent debt issuance component to meet its CIP obligations under the SVCW plan. The model relies on building up a reserve to pay its CIP obligations in cash for a portion of its obligations, and a combination of SRF loan payment/independent debt issuance for the balance of its CIP obligations. The allocation between each funding source is reviewed and adjusted based on the borrowing cost and borrowing terms of each source. The model is regularly updated as CIP outflow time-frames are changed, and as the amounts of the CIP are changed – both based on input and information from SVCW.

The most recent CIP obligation budget from the SVCW (Table 5 of the 12/09/13 report) is set forth below, and the most recent financial plan model output for Belmont is also included.

The Table 5 (from the SVCW report) identifies that the current total CIP budget is \$545.1M for all four member agencies (Redwood City, West Bay SD, San Carlos and Belmont). Of this amount \$431.8M is to be funded over the next few years. The share of each agency is

Table 5
SBSA Financial Plan Update
Future CIP Funding Sources & Allocation to Member Agencies

	Prior	2013/14	2014/15	2015/16	2016/17	2017/18	Total
Future CIP Funding Needs							
Encumbrance Requirements	123,180,000	66,985,000	64,862,000	162,854,000	123,385,000	3,843,000	545,109,000
Less Project Funding Secured	(113,347,000)	-	-	-	-	-	(113,347,000)
Total Future Financing Needs	9,833,000	66,985,000	64,862,000	162,854,000	123,385,000	3,843,000	431,762,000
Projected Sources of Funding							
Future Bonds (Excl Belmont)	8,904,000	39,819,000	40,201,000	31,867,000	9,294,000	3,479,000	133,564,000
Cash (Belmont)*	929,000	4,156,000	4,196,000	3,326,000	970,000	363,000	13,940,000
SRF Loans	0	23,008,000	20,466,000	127,659,000	113,120,000	0	284,253,000
Total	9,833,000	66,983,000	64,863,000	162,852,000	123,384,000	3,842,000	431,757,000
Future CIP Funding Allocation to Member Agencies*							
Belmont	9.45%	929,000	6,330,000	6,129,000	15,390,000	11,660,000	40,801,000
Redwood City	48.57%	4,776,000	32,535,000	31,503,000	79,098,000	59,928,000	209,707,000
San Carlos	15.14%	1,489,000	10,142,000	9,820,000	24,656,000	18,680,000	65,369,000
West Bay SD	26.84%	2,639,000	17,979,000	17,409,000	43,710,000	33,117,000	115,885,000
Total	100.00%	9,833,000	66,986,000	64,861,000	162,854,000	123,385,000	431,762,000

* Updated member agency allocations.

identified, and the timing of each CIP allocation by fiscal year is also tabulated. Belmont's share for each fiscal year from FY2014 to FY2018 is listed. This table also estimates the projected aggregate sources of funding between cash, SRF loans and bonds; however, these are just projections by the SVCW, and Belmont will independently analyze its options on what source of capital it uses to funds its obligations to the CIP.

City of Belmont
Cash Flow Analysis

11-Jul-14

Sewer Treatment Facility Fund

CASH FIRST & 30 YR DEBT SECOND COMBINATION PLAN FOR SCHEDULED SBSA OBLIGATIONS

	CASH	DEBT
\$ Amount	\$ 12,849,500	\$ 32,209,000
% of Total	29%	71%

SVCW Data Used in this Model Have Been Adjusted by Belmont

	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021
Beginning Fund Balance	\$ 6,651,027	\$ 1,081,601	\$ 3,617,487	\$ 2,391,107	\$ 2,665,367	\$ 2,973,756	\$ 3,653,609	\$ 4,342,873
Revenues:								
Sewer Treatment Facility Fees	\$ 3,115,702	\$ 3,123,491	\$ 3,131,300	\$ 3,139,128	\$ 3,146,976	\$ 3,154,843	\$ 3,162,731	\$ 3,170,637
Other	\$ 16,628	\$ 2,704	\$ 9,044	\$ 5,978	\$ 6,663	\$ 7,434	\$ 9,134	\$ 10,857
Subtotal Revenues	\$ 3,132,330	\$ 3,126,195	\$ 3,140,344	\$ 3,145,106	\$ 3,153,639	\$ 3,162,278	\$ 3,171,865	\$ 3,181,495
Expenditures:								
2009A STF Revenue Bonds Debt Service (existing)	\$ 520,731	\$ 520,731	\$ 520,731	\$ 520,731	\$ 520,731	\$ 520,731	\$ 520,731	\$ 520,731
SRF Loan - Treatment Plant (FY 2015) 3.0%, 30 years (3)			\$ 98,620	\$ 98,620	\$ 98,620	\$ 98,620	\$ 98,620	\$ 98,620
SRF Loan - Treatment Plant (FY 2016) 3.25%, 30 years (3)				\$ 635,552	\$ 635,552	\$ 635,552	\$ 635,552	\$ 635,552
SRF Loan - Treatment Plant (FY 2017) 3.5%, 30 years (3)					\$ 581,230	\$ 581,230	\$ 581,230	\$ 581,230
2017A STF Revenue Bonds Debt Service 6.5%, 30 years (4)			\$ 272,740	\$ 576,016	\$ 576,016	\$ 576,016	\$ 576,016	\$ 576,016
Other expenses	\$ 69,405	\$ 69,579	\$ 69,752	\$ 69,927	\$ 70,102	\$ 70,277	\$ 70,453	\$ 70,629
Subtotal Expenditures	\$ 590,136	\$ 590,309	\$ 961,844	\$ 1,900,846	\$ 2,482,250	\$ 2,482,425	\$ 2,482,601	\$ 2,482,777
Amounts Available for Cash Payoff	\$ 9,193,221	\$ 3,617,487	\$ 5,795,987	\$ 3,635,367	\$ 3,336,756	\$ 3,653,609	\$ 4,342,873	\$ 5,041,590
Less: Admin Bldg. cash payoff in FY14								
Belmont share: 9.458% of total (1)	Total Cost: \$11.4M	\$ (1,225,054)						
Less: WWTP cash payoff in FY16 Belmont share: 9.458% of total (1)	Total Cost: \$36.0M		\$ (3,404,880)					
Less: SVCW bond invoice cash payoff in FY14 (on 6/30/14 with accrued interest)	\$ (6,886,566)							
Less: Treatment Plant cash obligations (2)								
Belmont Share: 9.458% of total, paid in FY15 to FY18	Total Cost: \$354.9M	\$ (6,129,000)	\$ (15,390,000)	\$ (11,660,000)	\$ (363,000)			
Add back: SRF Debt Service Funded Items Included above		\$ 1,933,000	\$ 12,064,000	\$ 10,690,000				
Add back: STF Debt Service Funded Items Included above		\$ 4,196,000	\$ 3,326,000					
Ending Fund Balance	\$ 1,081,601	\$ 3,617,487	\$ 2,391,107	\$ 2,665,367	\$ 2,973,756	\$ 3,653,609	\$ 4,342,873	\$ 5,041,590

Notes:

(1) Total cost of \$11.4 M (Belmont share includes accrued interest for admin bldg) and \$36.0M (WWTP) based on discussion with City, calculation details to come from SVCW

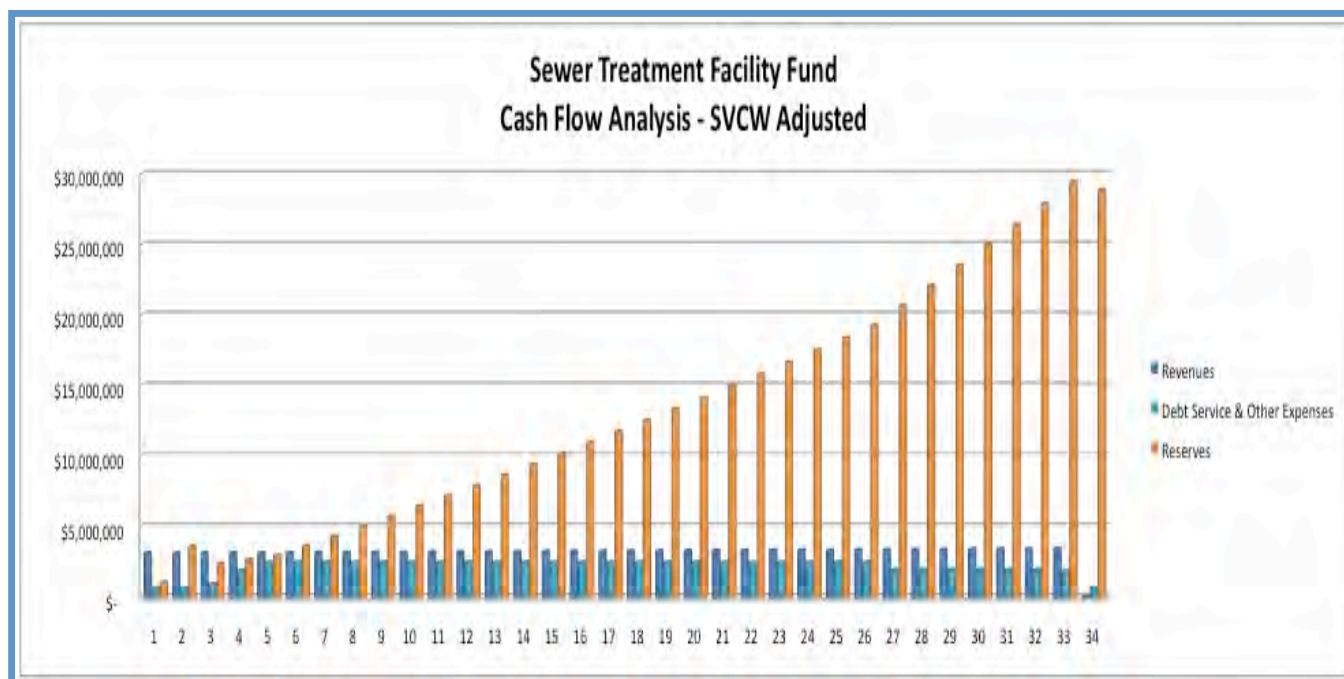
(2) Based on remaining obligations for Belmont listed on Table 5, SBSA Financial Plan Update, Draft 12-9-13, cash funding for FY18, and SRF Loan participation for FY 15-FY17

(3) SRF Loan participation by Belmont in obligations for FY15-FY17, and assuming 30 year amortization, with estimated avg int rates (1/2 GO Bond rate). Debt service begins two years following award. Loan amount capped per Table 6, SBSA Financial Plan Update

(4) STF Revenue Bonds for balance of loans not eligible for SRF Loan Program, assuming 30 year amortization, with indicated estimated average interest rate. Reflects balance to be funded after deducting for SRF Loan. Pay % only to SVCW first year.

Based on the information provided by SVCW, and discussions with SCVW and City staff, a cash flow model of the sewer treatment facility fund for Belmont was developed. This model analyzes the amount and timing of the Belmont's CIP obligations; evaluates the adequacy of the sewer service fee; and incorporates various capital markets financing options. Set forth above is a sample output from the model. This output identifies the projected revenues, expenses, cash payments, debt service payments and reserve levels for Belmont for the CIP program. This scenario looks at a combination of cash payment, and 30-year debt obligations (a combination of SRF loan participation and independent bond issuance) as an option to meet the CIP obligations. Interest rates and amortization terms are estimated as part of this evaluation. The analysis indicates, under this scenario, that Belmont will be able to meet its current projected obligations with a combination of 29% cash and 71% debt financing, and maintain some reserve levels over the next 8 years. These results are dependent on the availability of SRF loans with 30-year amortization terms, and utilize conservative interest rate assumptions. Other scenarios were also evaluated under different capital markets assumptions.

The graph depicted below is derived from the cash flow model scenario identified above and projects the revenues, expenses and reserve levels of the sewer treatment facility fund over the next 34 years. As can be seen, the expenses (debt service payments) rise over the next 8 years as the CIP is funded, and for each year the expenses remain below the anticipated sewer service fee revenues. The reserves are built up and depleted over the next 8 years, as part of the CIP obligations are paid in cash. Once



the current CIP is complete, the reserves continue to build. However, if the CIP estimates are increased or timing is changed, then this picture will change significantly.

RECOMMENDATION

As shown in model output scenario above, Belmont will be able to meet the current levels and timing of its CIP obligations to the SVCW program through its sewer treatment facility fund, assuming the availability of the SRF loan program and based on estimated (conservative) interest rates in the capital markets. However, as mentioned earlier, if the amount of the CIP budget rises significantly, or if the timing is altered significantly, or capital markets conditions change, then Belmont will need to look to additional sources of funding.

Stifel recommends that the City continue to regularly monitor the CIP program, evaluate its financial model as new information is received from the SVCW, as capital market access products change and as market conditions change. New options and approaches can be developed as needed.

All of these conclusions above are subject to the accuracy and consistency of the material provided by SVCW, the current plans of the SVCW (as provided to us), and are based on existing market and credit conditions.



STAFF REPORT

Meeting Date: July 22, 2014

Agenda Item #

Agency: City of Belmont

Staff Contact: Cora Dino, Human Resources, (650) 637-2988, cdino@belmont.gov

Agenda Title: Resolution of the City Council Approving a Memorandum of Understanding between the City of Belmont and the Belmont Police Officers Association for the Term of July 1, 2014 through June 30, 2017

Agenda Action: Resolution

Recommendation

Staff recommends the City Council adopt the attached resolution approving the Memorandum of Understanding between the City of Belmont and the Belmont Police Officers Association. The Memorandum of Understanding is a three year agreement for the term July 1, 2014 through June 30, 2017.

Background

The term of the current Memorandum of Understanding (MOU) between the City and the Belmont Police Officers Association (BPOA) expired on June 30, 2014. The City's Negotiation team and the BPOA negotiation team have been meeting and conferring in good faith since March of this year. The parties reached tentative agreement on June 23, 2014 and the BPOA membership ratified the agreement on July 2, 2014.

Analysis

There are several changes to the proposed MOU (Attachment B), the most notable are highlighted below:

- **Wage Increases**
July 1, 2014 – 2%, July 1, 2015 – 3% and July 1, 2016 – 2%
- **Increased Pension Contributions for Sworn Employees**
Effective July 1, 2015, sworn employees hired prior to January 1, 2013, will contribute an additional 1% of the Employer CalPERS contribution rate, increasing the total amount paid by the employee to 13%.
- **Reduction in Medical Cash Out Amount to Employees Hired Prior to October 11, 2011**
Employees hired prior to October 11, 2011 who receive excess cash or cash in lieu of their health premium payments will have their monthly cash out amounts reduced as follows:
January 1, 2015 – reduced by \$50 per month
January 1, 2016 – reduced an additional \$50 per month for a total of \$100 per month.
January 1, 2017 – reduced an additional \$50 per month for a total of \$150 per month.
- **Employer Deferred Compensation Contribution for Non-Sworn Employees**
Employees in non- sworn classifications as specified will receive an employer contribution of \$100

per month after passing probation (the previous MOU provided smaller monthly amounts to the Police Office Specialist I/II and Dispatcher classifications only).

- **Incentive Pay**

Effective July 1, 2014 incentive pay will transition to a percentage of base pay in place of a specific dollar amount. The differential pay percentages are as follows:

Detective, Detective Sergeant, Motorcycle – 2.5%
Field Training Officer – 2%

- **Dental Plan:** Employee monthly contribution increases are as follows:

Employee Only: \$0 increased to \$7.50
Employee +1: \$5 increased to \$15.00
Employee +2: \$10 increased to \$25.00

Alternatives

1. Take no action.
2. Provide staff with alternative direction.

Attachments

- A. Resolution
- B. Memorandum of Understanding between the City of Belmont and the Belmont Police Officers Association.

Fiscal Impact

- ☐ No Impact/Not Applicable
☒ Funding Source Confirmed: Funds included in FY 2015 Budget and will be placed in future budgets.

Source:

- ☒ Council
☐ Staff
☐ Citizen Initiated
☐ Other*

Purpose:

- ☐ Statutory/Contractual Requirement
☐ Council Vision/Priority
☒ Discretionary Action
☐ Plan Implementation*

Public Outreach:

- ☒ Posting of Agenda
☐ Other*

RESOLUTION NO. 2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELMONT AND THE BELMONT POLICE OFFICERS ASSOCIATION FOR THE TERM OF JULY 1, 2014 THROUGH JUNE 30, 2017

WHEREAS, the representatives of the City of Belmont and the Belmont Police Officers Association (BPOA) have met and negotiated in good faith in accordance with Government Code 3500, et seq.; and,

WHEREAS, the City has considered the presentations made by BPOA on behalf of its members; and,

WHEREAS, the parties have come to an agreement regarding wages, hours, benefits and others terms and conditions of employment for the period of July 1, 2014 through June 30, 2017; and,

WHEREAS, the representatives of the parties jointly prepared a written memorandum of understanding, entitled, "Memorandum of Understanding between the City of Belmont and the Belmont Police Officers Association" ("Memorandum of Understanding") attached hereto as Exhibit "A", and presented the document to the City of Belmont for determination.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The Memorandum of Understanding presented to the City of Belmont and attached hereto as Exhibit "A" is approved.

SECTION 2. The City Manager is authorized to execute and implement the Memorandum of Understanding of behalf of the City.

SECTION 3. The City Manager is authorized, in consultation with BPOA to make minor amendments to the Memorandum of Understanding that are consistent with the intent of this resolution and that do not materially affect the terms of the Memorandum of Understanding.

* * *

ADOPTED July 22, 2014, by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

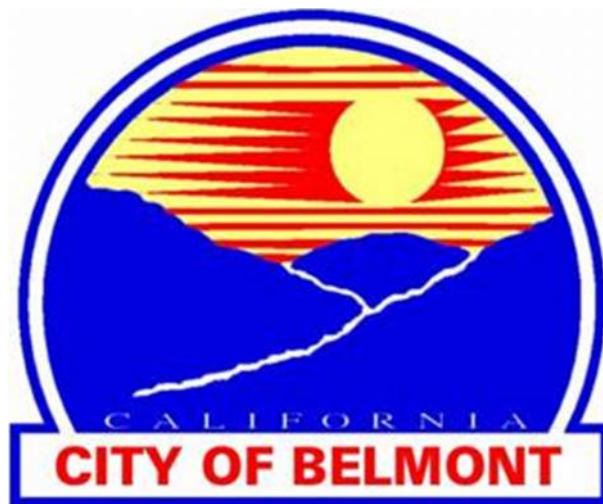
MEMORANDUM OF UNDERSTANDING

between

CITY OF BELMONT

and

BELMONT POLICE OFFICERS ASSOCIATION



July 1, 2014 through June 30, 2017

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MEMORANDUM OF UNDERSTANDING
between

CITY OF BELMONT
and
BELMONT POLICE OFFICERS ASSOCIATION

Belmont Police Officers Association and representatives of the City of Belmont have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit listed in Appendix "A", have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Belmont City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2014 and ending June 30, 2017.

1 Recognition

1.1 City:

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Belmont, hereinafter referred to as the "City," in employer-employee relations.

1.2 Association:

Belmont Police Officers Association, hereinafter referred to as the "Association," is recognized as the majority representative, as provided in the City's Employer-Employee Relations Ordinance, for all employees assigned to the classifications set forth in Appendix "A", which is attached hereto and made a part hereof.

2 Association Security

2.1 Dues Deduction:

Payroll deductions for membership dues shall be granted by the City Manager only to the Association. The following procedures shall be observed in the withholding of employee earnings:

- (1) Payroll deductions shall be for a specified amount and shall not include fines. Dues deductions shall be made only upon the employee's written authorization on a payroll deduction request approved by the City.
- (2) All employees who are members of the Association shall pay dues to the Association.
- (3) Amounts deducted and withheld by the City shall be transmitted to the employee designated in writing by the Association as the person authorized to receive such funds, at the address specified.
- (4) The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over the Association dues deduction.
- (5) The Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check-off of Association dues. In addition, the Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

2.2 Communications with Employees:

The Association shall be allowed, by the Police Department, use of available bulletin board space for communications having to do with official Association business provided such use does not interfere with the needs of the Department.

2.3 Advance Notice:

Except in cases of emergency, reasonable advance written notice shall be given to the Association if it is affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, and the

Association shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City management determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, City Management shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

3 No Discrimination

There shall be no discrimination because of race, religious creed, color, national origin, gender, sexual orientation or legitimate Association activities against any employee by the Association or by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established.

4 Representation Rights

4.1 Employee Representatives for Grievances:

The Association may designate a reasonable number of City employees as official employee representatives to assist in the handling of grievances. The Association shall notify the City Manager in writing of the individuals so designated. Alternates may be designated to perform this function during the absence or unavailability of the official employee representative.

The official employee representative may be relieved from his/her assigned work duties by his/her supervisor to investigate and process grievances initiated by other employees within the same work area. The use of time for this purpose shall be reasonable and shall not interfere with the performance of services as determined by the City.

4.2 Association Activities:

Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours unless approved in advance by the City Manager or his/her designated representative.

5 Salary Plan

5.1 Salaries:

The salary ranges will be increased as follows.

- 7-1-2014 = 2%
- 7-1-2015 = 3%
- 7-1-2016 = 2%

The salary ranges for represented classifications shall be as set forth in Appendix "A", which is attached hereto and made a part hereof.

5.2 Application of Wage Rates:

Employees shall be assigned a salary or wage by the City Manager within the range established for the appropriate position under the Compensation Plan. The minimum rate shall generally be assigned to employees upon original appointment; however, the City Manager may, when circumstances warrant it, appoint, reinstate or promote at other than the minimum rate, but not more than the maximum rate.

5.3 Advancement Within Salary Range:

No salary advancement shall be made so as to exceed any maximum rate established in the Compensation Plan for the employee's position. No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance and shall require recommendation of the Police Chief and approval by the City Manager. An employee shall be eligible for advancement by the City Manager to the next higher step in his/her salary range up to and including the maximum step following the completion of one year of satisfactory service, or earlier if the City Manager deems a special salary step adjustment is justified. In case of an unsatisfactory employee performance evaluation, an increase in salary may be withheld. An employee who is denied an increase in salary may discuss such denial with the Police Chief and the City Manager. The decision of the City Manager shall be final.

The employee's salary anniversary date will change when:

- (1) The employee receives a step increase less than one (1) year after the employee's date of hire or less than one (1) year after the employee's prior step increase;
- (2) The employee promotes to a class with a higher maximum salary;

(3) The employee demotes to a class with a lower maximum salary; or

(4) The employee takes a leave of absence for any reason in excess of two (2) weeks.

Whenever the schedule of compensation for a classification is revised, each incumbent in a position to which the revised schedule applies shall be paid at the same step in the revised range as the step at which the employee was paid in the previous range.

5.4 Salary after Promotion or Demotion:

When an employee is moved from one class to a class with a higher maximum salary (promotion), the employee shall be appointed at the minimum step of the salary range in the new class; provided, however, that the employee must receive a minimum five percent (5%) increase in salary upon such promotion.

When an employee is moved from one class to a class with a lower maximum salary (demotion), that employee's compensation shall be adjusted to the salary prescribed for the class to which demoted, and the specific rate of pay within the range shall be determined by the City Manager, whose decision shall be final.

When an employee demotes in accordance with Section 8.1 (Layoff Procedure), the employee shall be placed at the step of the salary range prescribed for such lower class that most nearly approximates the salary the employee was receiving; provided, however, that such salary does not exceed the maximum rate for such lower class.

6 Probationary Period

6.1 Nature, Purpose and Duration:

The probationary period shall be an essential part of the examination process, and shall be utilized for the most effective adjustment of a new employee and for the rejection of any probationary employee whose performance is not satisfactory.

The Police Chief may reject a probationary employee at any time during the probationary period without right of appeal, except as provided by applicable laws, in any manner and without recourse to the procedures provided by applicable laws, in any manner and without recourse to the procedures provided in Section 19 (Grievance Procedure) hereof, except when the employee alleges and substantiates in writing that the rejection was due to discrimination

prohibited by city, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. The probationary period for newly hired Police Officers shall begin on the date of employment and shall continue for a period of twelve (12) months following the date of release from the Field Training Program. The probationary period for all other employees, aside from Police Officers, shall be twelve (12) months following the date of release from training.

6.2 Promotional Probation:

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee is discharged during the promotional probationary period, the employee shall not be entitled to such reinstatement rights.

The probationary period for any employee who is promoted to a new job classification shall be for a period of twelve (12) months from the date of promotion.

7 Transfer, Promotion, Employment Lists

7.1 Transfer:

No employee shall be transferred to a position for which he/she does not possess the minimum qualifications. An employee may be transferred by the Police Chief at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications. If the transfer involves a change from one department to another, both the Police Chief and the other Department Head must consent thereto, unless the City Manager orders the transfer for purposes of economy or efficiency. Transfer shall not be used to effectuate a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided in the City's rules and regulations. Such transfer shall not result in the loss to the employee of any accumulated leave, such as vacation and sick leave, nor shall it affect the employee's length of service with the City.

7.2 Promotion:

Insofar as is consistent with the best interest of the City, all vacancies in the competitive service shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established.

7.3 Time Off for Examination:

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

8 Layoffs

8.1 Layoff Procedure:

The City Manager may lay off an employee because of material change in duties or organization or shortage of work or funds. Except in cases of emergency, the City Manager shall advise the employee in writing of the proposed action and the reason(s) for the proposed action at least fourteen (14) days in advance of such action. The name of such employee shall be placed at the top of the appropriate list and he/she shall have the right to displace an employee in the same, lateral or lower classification within the Police Department for which he/she is qualified and over whom he/she has departmental seniority. Departmental seniority is defined as the length of time an employee has been employed in the Department regardless of the classification(s) held. Such employee may also displace a less senior employee (utilizing total City seniority) in another department in a classification which the employee has previously held and performed in a satisfactory manner.

8.2 Re-Employment:

The name of each employee who is laid off in accordance with this Section shall be placed at the top of the employment list in the class which the employee held in order of City seniority and shall be given preference in filling vacancies in such class for a period of one (1) year following the date of layoff. The employee also may choose to be placed on the employment list in the class(es) the employee previously held within the Department and shall be placed on the top of such list in accordance with his/her City seniority.

8.3 Abolition of Position:

The provisions of this Section 8 shall apply when an occupied position is abolished.

9 Resignation and Reinstatement

9.1 Resignation:

Any employee wishing to resign from employment in good standing shall file with the Police Chief at least two (2) weeks' notice of an intention to leave City service unless a shorter period of time is agreed upon between the employee and the Police Chief. The written resignation shall state the effective date and reasons for leaving.

9.2 Reinstatement:

A regular or probationary employee who has terminated in good standing may be reinstated by the appointing authority, to a vacant position of the same class as the previous position held within a period of one (1) year from the effective date of such termination. A new probationary period may be required.

10 Reallocation of Position

An employee in a position reallocated to a lower classification shall have the right of either (1) transferring to a vacant position in the employee's present classification in the same or another Department, provided both the Police Chief and the Head of the Department into which the transfer is proposed agree, or (2) continuing in the same position in the lower classification at a Y rate of pay when the incumbent's pay is higher than the maximum step of the schedule for the lower classification. Such Y rate of pay shall be discontinued when the incumbent ceases to occupy the position or whenever the maximum pay of the salary assigned to the lower classification equals or exceeds such Y rate. The Y rate provisions of this Section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

11 Hours of Work, Overtime, Premium Pay

11.1 Hours of Work:

Full-time safety personnel are assigned to work on a 28 day cycle, unless otherwise specified by the City. The remaining civilian employees occupying full-time positions work a forty (40) hour work week unless otherwise specified by the City.

On the twelve (12) hour shift, pre-shift briefing shall be included as part of the designated work week.

11.2 Overtime:

Any authorized time worked in excess of the designated work day, work week or one hundred sixty-eight (168) hours in a twenty-eight (28) day cycle, as applicable, shall be considered overtime and shall

be compensable at the rate of one and one-half (1½) times the employee's regular straight time rate of pay. At the discretion of the employee working overtime, the employee may be compensated for overtime either by monetary payment or by compensatory time off to the extent permitted by law. The employee at the convenience of the Department may take compensatory time off. Compensatory time off which accrues in excess of ninety-six (96) hours will be liquidated by monetary payment. On an annual basis every November compensatory time off will be liquidated by monetary payment down to a balance of forty-eight (48) hours. Payment will be made in the second pay period of the month.

Notwithstanding the above paragraph, the parties have mutually agreed that a sworn employee may be scheduled to work more or less than his/her regularly scheduled hours one week, with the understanding that he/she will make up or be credited with an equal number of hours in a subsequent week, within the same pay period, without the payment of overtime being necessary.

11.3 Call Back:

An employee recalled to work outside of and not continuous with regularly scheduled hours shall be paid a minimum of two (2) hours at the rate of one and one-half (1½) times the employee's regular rate of pay. Work may be provided for the employee during this time.

11.4 Court Time:

An employee who is ordered to report to work on an off-duty day for the purpose of appearing in Court and who does so at the specified time shall receive a minimum of four (4) hours' pay at time and one-half (1½).

An employee who is ordered to report to work on an on-duty day more than two (2) hours prior to the employee's regular starting time or is held over more than two (2) hours after the employee's regular quitting time for the purpose of appearing in Court shall receive a minimum of two hours' pay at time and one-half (1½).

An employee who is required to stand by when off duty for the purposes of appearing in Court, pursuant to subpoena or at the direction of the District Attorney, shall receive, upon approval of his/her immediate supervisor, standby pay at half (½) time to a maximum of four (4) hours pay.

11.5 Utilization of Compensatory Time Off:

Compensatory time off shall be taken at a time agreeable to the employee and the Police Chief or his designee.

11.6 Firearms Training:

All sworn officers are required to complete firearms training in accordance with Department Policy. The Department will continue to make a reasonable attempt to schedule such training during an employee's regular shift. In the event this training is scheduled during an employee's off duty time, the employee will be paid overtime at the rate of time and one-half (1½) for time spent in training, in accordance with Section 11.2 of this Agreement.

12 Holidays

12.1 Authorized Holidays:

The holidays to be observed in this City are as follows and employees shall not be required to be on duty unless the Police Chief has so indicated.

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	
Christmas Day	December 25

In addition to the above-listed holidays, employees shall receive two (2) Floating Holidays, to be taken, after one (1) year of service, at any time mutually convenient to the Police Chief and the employee.

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the previous Friday shall be observed. If the holiday falls on an employee's regularly scheduled time off, compensatory time shall be granted.

Either the day before Christmas or the day before New Year's Day shall be a holiday, the specific day to be determined by mutual agreement between the employee and the Police Chief, and the employee shall not be required to be on duty unless the Police Chief has so indicated.

12.2 Holiday During Vacation:

When on vacation, those employees designated by the Police Chief to work holidays will be marked for a vacation day if a designated holiday falls on the employee's normally scheduled work day. The holiday may be taken at a later time or compensated per Section 12.3. For employees normally scheduled to be off on holiday, if a holiday falls during an authorized vacation, the holiday will be charged as a holiday, not as a vacation day.

12.3 Holiday Compensation:

Those employees designated by the Police Chief to regularly work the holidays specified in Section 12.1 will accumulate one hundred twelve (112) hours of holiday time each calendar year. Such designated employees in the initial year of employment must utilize accrued vacation or Compensatory Time-Off (CTO) in place of the holiday bank of hours not yet earned. Employees will have the appropriate number of holiday hours placed in his/her holiday bank each January based on the holidays that occurred during their employment in the prior year.

During the annual vacation sign-up, each of these employees shall designate the number of accumulated holiday hours they choose as time off during the following calendar year, and the number of accumulated holidays they choose to receive as straight-time compensation.

For those employees electing to receive payment, such payment shall be paid the second pay period in February. Those employees normally scheduled to be off on holidays may work on a holiday only with the prior approval of the Police Chief or his designee. If worked, the holiday may be compensated with Employees who are not designated

to work holidays are paid for all holidays beginning with the initial year of employment.

Employees who are not designated to work holidays are paid for all holidays beginning with the initial year of employment.

12.4 Pay Upon Termination:

Employees who leave City service shall be paid straight-time salary for all accrued holiday leave earned on or before the effective date of termination.

13 Vacation Leave

13.1 Vacation Allowance:

Regular full-time employees shall be entitled to vacation leave as follows:

<u>Length of Service</u>	<u>Hours Accrued of Vacation</u>	<u>Per Month of Service</u>
1 through 4 years	80 hours	6 2/3 hours
5 years	120 hours	10 hours
6 years	128 hours	10 2/3 hours
7 years	136 hours	11 1/3 hours
8 years	144 hours	12 hours
9 years	152 hours	12 2/3 hours
10 or more years	160 hours	13 1/3 hours

13.2 Vacation Accumulation:

In the event an employee is unable to take all of the vacation leave to which the employee is entitled in a calendar year, the employee shall be permitted to accumulate the unused portion, provided that the accumulated time does not exceed two times (2X) the employee's annual allowance unless an extension is granted by the City Manager due to exceptional circumstances. Employees who have reached their accrual limit will not accrue any additional vacation unless and until their accrued vacation is below their accrual limit.

13.3 Pay Upon Termination:

Employees who leave City service shall be paid straight-time salary for all accrued vacation leave earned on or before the effective date of termination.

13.4 Vacation Scheduling:

Vacation Scheduling shall be by seniority during the annual Vacation Selection process. Vacations requests submitted after the conclusion of

the Selection process shall be on a first come first served basis.

The Department retains the right to determine how many employees may be on vacation on any given shift. The Department will meet and confer with the BPOA prior to excluding any dates from the bid process.

Once approved, vacation requests shall be honored except in exigent circumstances.

14 Sick Leave

14.1 Accrual and Usage:

Sick leave, with pay, shall be granted to all full-time regular and probationary employees. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of personal medical appointments, sickness or injury. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor prior to the time set for beginning his/her daily duties. Employees may utilize one-half of the employee's annual accrual when necessary to attend to a member of the employee's immediate family for medical appointment, illness or injury. Immediate family is defined as spouse, domestic partner, child, child of domestic partner and parents.

An employee taking sick leave for self or for family may be required to file a physician's certificate or personal affidavit with the Police Chief verifying the need for the absence. Sick leave shall be earned at the rate of eight (8) hours for each calendar month of service. Sick leave taken shall be documented based upon the actual number of assigned work hours an employee misses. Those employees designated by the Police chief to work holidays, who are sick on a holiday assigned as a work day, shall be documented as taking a sick day, and shall accumulate the holiday. Those employees regularly scheduled to be off on a holiday, who are actually sick on the holiday, shall be documented as taking holiday time.

14.2 Accumulation:

Unused sick leave accumulation shall be unlimited. An employee who is off on sick leave shall be entitled to accumulate earned sick leave while using previously earned sick leave. An employee who is on leave without pay shall not accumulate sick leave credits.

14.3 Pay for Unused Sick Leave upon Separation from City Service:

Upon retirement or death, the City shall compensate employees for accumulated sick leave at the rate of twenty-five percent (25%) of days accumulated for employees with at least five (5) years but less than ten (10) years of service with the City, and at the rate of fifty percent (50%) for employees with ten (10) or more years of service with the City. In either case payment will be made up to a maximum of one hundred twenty (120) accumulated days at the percentages herein specified. For the purposes of this section, retirement will be defined as receiving a PERS retirement benefit. Such compensation for unused sick leave shall be in lieu of any conversion of unused sick leave to PERS service credit at retirement.

14.4 Unused Sick Leave Upon Retirement from City Service:

The City shall continue to provide employees with the option to convert accumulated sick leave to PERS service credit at retirement.

15 Other Leaves

15.1 Bereavement and Family Illness Leave:

A maximum of forty-eight (48) hours of accumulated sick leave may be taken each calendar year in case an employee's presence is required elsewhere because of sickness, disability or death affecting the employee's immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, parents-in-law, brothers and sisters-in-law, grandparents, domestic partner or dependents of the employee. Domestic partner is defined as a person living within the employee's household with whom they have a spousal-like relationship.

15.2 Industrial Disability Leave of Absence:

15.2.1 Safety Personnel

Leave with pay (inclusive of all differentials and special pay) shall be granted for a disability caused by illness or injury arising out of and in the course of his/her employment, in accordance with Section 4850 of the Labor Code of the State of California.

15.2.2 Non-Safety Personnel

Leave with pay (inclusive of all differentials and special pay) shall be granted for a disability caused by illness or injury arising out of and in the course of his/her employment, as defined by the Workers' Compensation laws of the State of California, for the period of such disability to a maximum of ten (10) days.

During the period the employee is paid by the City, the employee shall endorse to the City any benefit payments received as a result of Workers' Compensation insurance coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

The benefits of Sick Leave and Disability Leave shall be mutually exclusive and no sick leave benefits may be used for the purposes specified under this Section 15.2.

If the employee's disability caused by illness or injury arising out of and in the course of the employee's employment extends beyond the ten (10) days described above, the employee may integrate his/her unused sick leave, vacation leave, and compensatory time-off accruals with the Workers' Compensation payments provided that the sum of the Workers' Compensation payments and paid leave does not exceed the employee's regular rate of pay for said period.

Industrial disability leave may not exceed twelve (12) months and ten (10) days unless extended by the City Manager whose decision shall be final.

15.3 Personal Leave of Absence:

The City Manager may grant a permanent employee a leave of absence without pay or benefits for a period not to exceed ninety (90) days. Request for such leave shall be in writing and shall be approved in advance by the City Manager in writing.

15.4 Jury Duty:

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay; provided, however, the employee must remit to the City all fees received except those specifically allowed for mileage and expenses.

15.5 Military Leave:

Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

15.6 Seniority Rights, Salary Adjustments, and Payment of Insurance premiums While on Leave of Absence:

Except for safety personnel, authorized leave of absence without pay which exceeds two (2) weeks for (1) leave of absence for personal reasons, (2) leave of absence for non-industrial illness or injury, or (3) leave of absence for industrial illness or injury shall not be included in determining salary adjustments. Authorized leave of absence without pay which exceeds thirty (30) calendar days for (1) leave of absence for personal reasons, (2) leave of absence for non-industrial illness or injury, or (3) leave of absence for industrial illness or injury shall not be included in determining seniority rights.

For safety personnel, authorized leave of absence without pay which exceeds two (2) weeks for (1) leave of absence for personal reasons or (2) leave of absence for non-industrial illness or injury shall not be included in determining salary adjustments. Authorized leave of absence without pay which exceeds thirty (30) calendar days for (1) leave of absence for personal reasons or (2) leave of absence for non-industrial illness or injury shall not be included in determining seniority rights.

The City shall continue to pay the insurance premiums for the employee when an employee is on a leave of absence without pay as a result of an industrial or a non-industrial disability in accordance with Section 15.2 above.

16 Health and Welfare Plans; Retirement Plan

16.1 Hospital/Medical Plans:

The City shall contract with CalPERS PEMHCA plan for the purpose of providing eligible employees and their eligible dependents with access to health insurance benefits.

The City shall provide each eligible employee who participates in a City sponsored health insurance plan with an employer contribution towards the purchase of health insurance benefits. The amount of this employer contribution shall not exceed the minimum contribution required under the Public Employees' Medical and Hospital Care Act (PEMHCA).

16.2 Flexible Benefits Plan:

16.2.1 Plan Design

The City shall continue to offer an Internal Revenue Code Section 125 Plan which contains the components of premium conversion, health care reimbursement account, dependent care reimbursement account,

and cash option.

An employee may use Flexible Benefit Plan funds toward the cost of employer-provided health insurance for the employee and eligible dependents.

An employee may use Flexible Benefit Plan funds that are not used for medical plan premiums as contributions into the health care reimbursement account, dependent care reimbursement account or cash option in accordance with Plan procedures and terms outlined in this Memorandum of Understanding.

It is understood that during the term of this contract, the City may seek expert opinion as to the parameters of this program and all contributions to Flexible Benefits Plan outlined below are contingent upon compliance with state and federal rules and regulations. The Parties agree to meet and confer regarding a replacement provision if any part of this structure is found to be noncompliant.

16.2.2 City Contribution

Effective July 1, 2014, the City's contribution is \$1,931.07 (inclusive of the PERS minimum contribution) per month toward the flexible benefit plan.

Effective January, 2015 and each January during the term of this Memorandum of Understanding, the City's monthly contribution will be increased up to One Hundred percent (100%) of the Kaiser (Belmont geographic area) employee plus two premium.

Effective January 1, 2015, the City's contribution to the flexible benefits plan for employee only and employee plus one coverage will be increased to cover the increase in cost of the medical premium up to the dollar contribution to the employee plus two or more Kaiser (Belmont geographic area) premium.

16.2.3 For Employees Hired Prior to October 11, 2011

If an employee is eligible for alternative group medical insurance through a spouse's or domestic partner's employer-sponsored medical plan, the employee may waive the City's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the City plan.

The amounts eligible for cash and/or deferred contribution are capped at the 2011 rates for the plan option selected (such as Kaiser

employee plus one or Blue Shield Access employee only coverage). These amounts will be reduced by Fifty Dollars (\$50.00) per month in January 2015 an additional Fifty Dollars (\$50.00) in January 2016 and an additional Fifty Dollars (\$50.00) in January 2017 for a total of One Hundred and Fifty Dollars (\$150.00) reduction in cash/deferred comp contributions below the 2011-2014 MOU rate. The amount of cash and/or deferred compensation that an employee may receive shall not increase during the term of this agreement unless the employee changes plans or coverage. Utilization of cash/or other benefit election is outlined in 16.2.1.

16.2.4 For employees hired on or after to October 11, 2011 Employees who elect a medical plan shall receive no cash or deferred compensation.

If an employee is eligible for alternative group medical insurance through a spouse's or domestic partner's employer-sponsored medical plan, the employee may waive the City's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the City plan. Any employee who waives medical coverage entirely shall be eligible to receive in cash and/or deferred compensation one-half of the Kaiser (Belmont geographic area) employee only contribution. Utilization of cash/or other benefit election is outlined in 16.2.1.

16.3 Dental Plan:

The City will continue to provide the existing Delta Dental plan. The City will pay for the majority of the premium of this plan in accordance with the following schedule of employee monthly contributions:

<u>Level</u>	<u>Employee Cost</u>
Employee only	\$ 7.50
Employee + 1	\$ 15.00
Employee + 2	\$ 25.00

16.4 Vision Plan:

The City shall contribute nineteen dollars (\$19.00) per month to the City Vision Reimbursement Plan for each eligible employee and his/her eligible dependents. On or about each June 30th, after the Association's Dental/Vision Plan Committee members have paid all vision care benefit claims for employees covered by this Memorandum of Understanding, and in the event the Vision Care Benefit Fund balance is in excess of one dollar (\$1.00), the Association's Dental/Vision Plan Committee will review unreimbursed dental

expenses for Association members and eligible dependents, and shall utilize the Vision Plan balance to reimburse Association members for allowable dental expenses which had not otherwise been reimbursed through available funds in the City's Dental Plan. Disbursements of excess Vision Plan funds shall be in accordance with rules established by the Association's Dental/Vision Plan Committee.

During the term of this Agreement, the City may reopen 16.4 for the exclusive purpose of exploring the move to a vision plan or vision insurance model in lieu of the existing reimbursement plan.

16.5 Life and Accidental Death and Dismemberment Insurance:

The City shall provide life and accidental death and dismemberment insurance in the amount of Two Hundred Thousand Dollars (\$200,000) for Sworn Employees and One Hundred and Twenty-five thousand Dollars (\$125,000) for non-sworn employees covered by this Memorandum of Understanding.

Employees may purchase additional life insurance in accordance with their respective plans.

16.6 Long-Term Disability:

The City shall continue to provide PORAC long-term disability insurance coverage at no cost to the employee. The cost of the long-term disability insurance is included in the employee's salary. The employee shall pay the actual cost of the premium on an after-tax basis.

16.7 Retirement:

Sworn Employees Hired before October 1, 2011

The City provides the CalPERS 3%@50 retirement benefit (one year average).

Sworn Employees Hired on or After October 1, 2011

The City provides the CalPERS 3%@55 retirement benefit (three year average).

Sworn Employees Hired on or After January 1, 2013

Pursuant to the California Public Employee Pension Reform Act of 2013 employees hired on or after January 1, 2013 will be subject to the terms of that statute, including but not limited to the 2.7% at age 57 pension formula and three year average for safety employees. Such

employees will pay not less than 50% of the normal cost of the PERS employee pension contribution as provided by the Act, to be adjusted by one-half percent for each subsequent one percent (1%) change in normal cost up to any cap established by the California Public Employee Pension Reform Act.

Consistent with the provisions of Government Code Section 20516(f), safety employees shall pay 3% of the employer rate to PERS. Effective July 1, 2015 sworn employees hired before January 1, 2013 shall pay an additional 1% of the employer rate to PERS for a total of 4%. The additional 1% terminates June 30, 2017. Miscellaneous employees shall pay 2% of the employer rate to PERS. The contributions shall not be credited to the employee account at PERS and shall not be reimbursed to the contributor by the City at any time for any reason. The contributions toward employer rate will be pre-tax if compliant with Internal Revenue Service rules.

Employees hired as new members of PERS on or after January 1, 2013 are not required to pay any portion of the Employer rate.

Non-Sworn Employees

Miscellaneous employees within the Belmont Police Officers' Association shall be covered by the same PERS plan as are all other Belmont miscellaneous employees based on hire date and applicable PERS provisions.

16.8 Retiree Health:

- (1) An employee who retires in accordance with PERS regulations after five (5) years of continuous employment with the City of Belmont shall be entitled to the amount of the City's contribution to provide hospital and medical care benefits for the individual employee or retiree under the CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA) plan each month for his/her hospital and medical care premiums.
- (2) For Employees Hired Prior to October 11, 2011
 - A. The City shall participate in the CalPERS Health Plan as governed by the Public Employees' Medical and Hospital Care Act (PEMHCA), and provide the minimum PEMHCA contribution for retirees as required by law.
 - B. Additionally, an employee who retires in accordance with PERS regulations after twelve (12) years of continuous

employment with the City of Belmont shall be entitled to monthly reimbursement of the hospital and medical care premiums up to a maximum of the amount paid by the City of Belmont for single employee coverage under the Kaiser Health Care Plan. At no time shall the City's reimbursement (inclusive of the minimum PERS contribution) exceed the dollar cost of the Kaiser single rate.

C. The City shall contribute an amount necessary to provide hospital and medical care benefits for individual coverage only for an employee who retires with an industrial disability retirement benefit. The City shall contribute an amount necessary to provide hospital and medical care benefits for the eligible dependents of an employee who retires with a PERS industrial disability retirement benefit where said retiree is participating in a supplemental job displacement benefit program sponsored under the City's Workers' Compensation program, for up to a maximum of twelve (12) months and a maximum City contribution toward hospital and medical care benefits for the employee and eligible dependents of the equivalent of the Kaiser family benefit rate.

(3) For Employees Hired On or After October 11, 2011

A. The City shall participate in the CalPERS Health Plan as governed by the Public Employees' Medical and Hospital Care Act (PEMHCA), and provide the minimum PEMHCA contribution or retirees as required by law.

B. Additionally, the City shall contribute the following to a Retirement Health Savings account based on the years of service with the City.

Years of Service	Monthly Contribution
Years 1-5	\$150.00
Years 6-10	\$200.00
Years 11-15	\$250.00
Years 16 and thereafter	\$300.00

C. Employees shall be vested in the Retiree Health Savings Plan after ten (10) years of continuous service with the City.

D. Within ninety days after the adoption of the MOU, the City

and BPOA shall meet to review Retiree Health Plan Options.

- (4) A retiree shall be entitled to participate in the City's dental plan at his/her own cost.

16.9 Deferred Compensation:

The City will continue to make available the Deferred Compensation Plan as set forth in Appendix "B", which is attached hereto and made a part hereof.

16.10 Domestic Partners:

The City will provide medical coverage for Domestic Partners in accordance with PERS definitions and regulations. The City will provide dental, and vision care coverage to the extent and in the manner in which the health plan carriers allow for the domestic partner's enrollment. For the purposes of providing dental and vision coverage, the domestic partner of the employee shall be defined as an unmarried person, regardless of gender, who resides with the employee and shares the common necessities of life. In a domestic partnership neither partner is married to another; both are at least 18 years of age; are not related by blood so close as to bar marriage; are mentally competent; and are each other's sole domestic partner, intend to remain so indefinitely, and are responsible for their common welfare. Domestic partners will be required to complete, sign, and file with the City an "Affidavit of Domestic Partnership." No person who has filed an Affidavit of Domestic Partnership may file another such affidavit until six (6) months after a statement of termination of the previous partnership has been filed with the City.

17 Safety

17.1 Observance of Safety Rules and Regulations:

Both the City and the Association shall expend every effort to ensure that work is performed with a maximum degree of safety, consistent with the requirement to conduct efficient operations.

Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of or who is a witness to an accident shall, if requested, give full and truthful testimony as to same.

17.2 Safety Equipment:

The City shall continue to supply employees with safety equipment required by the City and/or CAL OSHA. All employees shall use City-supplied safety equipment only for the purposes and uses specified under applicable safety rules and regulations.

18 Disciplinary Actions

The Police Chief may impose disciplinary/punitive action, as defined in Government Code section 3303, for cause. Appeal of said disciplinary/punitive action may be processed as a grievance through the grievance procedure outlined in Section 19 of this Memorandum of Understanding.

19 Grievance Procedure

19.1 Definition:

A grievance is any dispute which involves the interpretation or application of any provision of the Memorandum of Understanding, excluding, however, those provisions of the Memorandum of Understanding which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

For Public Safety Officers only the adjustment board procedure shall be utilized to provide the administrative appeal described in Section 3304 (b) of the Government Code of California for any appeals of punitive action described in Section 3303 of the Code which involves no loss of, or reduction in salary. Such appeals shall not be processed beyond the Adjustment Board.

19.2 Procedure:

A grievance shall be filed according to the following steps:

Step 1. Immediate Supervisor. A grievance may be filed by an employee in his/her own behalf, or jointly by a group of employees or by the Association.

Within seven (7) calendar days of the event giving rise to a grievance, the grievant shall present the grievance in writing to the Division Commander. Grievances not presented within the time period shall be considered resolved.

The Division Commander shall meet with the grievant to settle the grievance and give a written answer to the grievant within seven (7)

calendar days from the receipt of the grievance by the Division Commander.

Step 2. Police Chief. If the grievance is not resolved in Step 1, the grievant may, within fourteen (14) calendar days from receipt of the Division Commander's answer, forward the grievance to the Police Chief for consideration. Answer to the grievance shall be made in writing by the Police Chief, after conferring with the grievant, within ten (10) calendar days from receipt of the grievance.

Step 3. City Manager. If the grievance is not resolved in Step 2, the grievant may, within five (5) calendar days from receipt of the Police Chief's answer, forward the grievance to the City Manager for consideration. Answer to the grievance shall be made in writing by the City Manager or his/her designee, after conferring with the grievant, within ten (10) calendar days from receipt of the grievance.

Step 4. Adjustment Board. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of two (2) Association representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Police Officers Association, and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process.

Step 5. Arbitration. In the event an Adjustment Board is unable to arrive at a majority decision, either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a

position in a unit represented by this Association and unless such dispute falls within the definition of a grievance as set forth in Section 19.1.

Proposals to add to or to change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section.

Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

19.3 Extension of Time Limits:

The above specified time limits may be extended by mutual agreement between the parties. Failure of the employee or the Association to act within the specified time limits, unless extended, shall dismiss and nullify the grievance. Failure by the City to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

19.4 Compensation Complaints:

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Police Chief. In such cases no adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next opened for such discussions.

19.5 Suspension and Discharge Grievances:

If the parties, in pursuance of the procedures outlined in Section 19.2 above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration and the arbitrator finds that the City had the right to take the action complained of, the arbitrator may not substitute his/her

judgment for the judgment of management, and if he\she finds that the City had such right, he may not order reinstatement and may not assess any penalty upon the City.

19.6 Interpretation of Memorandum:

No changes in this Memorandum of Understanding or interpretations thereof except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association.

19.7 No Changes in Memorandum:

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to the Grievance Procedure.

19.8 No Strike:

The Association, its members and representatives agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Association nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect a change of personnel or operations of management or of employees not covered by the Memorandum.

20 Special Provisions

20.1 Uniform Allowance:

The uniform allowance for safety personnel shall be Nine Hundred Dollars and no cents (\$900.00), and for non-safety personnel Eight Hundred Dollars and no cents (\$800.00), such allowance to be paid in a lump sum on the employee's anniversary date. Uniform allowance is Non-PERSABLE for employees hired after January 1, 2013.

20.2 Tuition Reimbursement:

The City shall continue to reimburse tuition in accordance with City's training and educational reimbursement policy (City of Belmont Personnel Rules and Regulations, Section 20 as amended November 2003).

20.3 Pay Checks:

All paychecks will be delivered through either direct deposit or a City pay card system as determined by the employee.

21 Past Practices

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum.

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Association.

22 Separability of Provisions

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

23 Duration

This Memorandum of Understanding shall be effective July 1, 2014 except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including the thirtieth (30th) day of June, 2017, and shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of July, 2017, or to the first day of July of any subsequent year either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____, 2014.

BELMONT POLICE OFFICERS
ASSOCIATION

CITY OF BELMONT

By _____
Clyde Hussey, President

By _____
Greg Scoles, City Manager

ATTEST:

CLERK of the City of Belmont

APPENDIX A

A. Salaries:

The monthly salary ranges of each classification in the unit, including any applicable Peace Officers Standards and Training incentive pay, shall be as provided below:

Police Sergeants must possess the Intermediate Peace Officers Standards and Training Certificate as a requirement for the position.

BPOA Salaries – Effective July 1, 2014 (2% Increase)

PAYROLL			STEPS				
CODE	POSITION		1	2	3	4	5
2110	Police Officer (B) P.O.S.T.	Monthly	\$ 6,845	\$ 7,187	\$ 7,546	\$ 7,923	\$ 8,319
(2184 hours)		Semi-Monthly	\$ 3,422.50	\$ 3,593.50	\$ 3,773.00	\$ 3,961.50	\$ 4,159.50
2120	Police Officer (I) P.O.S.T	Monthly	\$ 7,187	\$ 7,546	\$ 7,923	\$ 8,319	\$ 8,735
(2184 hours)		Semi-Monthly	\$ 3,593.50	\$ 3,773.00	\$ 3,961.50	\$ 4,159.50	\$ 4,367.50
2130	Police Officer (A) P.O.S.T	Monthly	\$ 7,546	\$ 7,923	\$ 8,319	\$ 8,735	\$ 9,172
(2184 hours)		Semi-Monthly	\$ 3,773.00	\$ 3,961.50	\$ 4,159.50	\$ 4,367.50	\$ 4,586.00
2140	Police Sergeant (I) P.O.S.T.	Monthly	\$ 8,460	\$ 8,884	\$ 9,328	\$ 9,795	\$ 10,285
(2184 hours)		Semi-Monthly	\$ 4,230.00	\$ 4,442.00	\$ 4,664.00	\$ 4,897.50	\$ 5,142.50
2150	Police Sergeant (A) P.O.S.T.	Monthly	\$ 8,884	\$ 9,328	\$ 9,795	\$ 10,285	\$ 10,799
(2184 hours)		Semi-Monthly	\$ 4,442.00	\$ 4,664.00	\$ 4,897.50	\$ 5,142.50	\$ 5,399.50
2160	Police Corporal (B) P.O.S.T.	Monthly	\$ 7,187	\$ 7,546	\$ 7,923	\$ 8,319	\$ 8,735
(2184 hours)		Semi-Monthly	\$ 3,593.50	\$ 3,773.00	\$ 3,961.50	\$ 4,159.50	\$ 4,367.50
2165	Police Corporal (I) P.O.S.T.	Monthly	\$ 7,546	\$ 7,923	\$ 8,319	\$ 8,735	\$ 9,172
(2184 hours)		Semi-Monthly	\$ 3,773.00	\$ 3,961.50	\$ 4,159.50	\$ 4,367.50	\$ 4,586.00
2170	Police Corporal (A) P.O.S.T.	Monthly	\$ 7,923	\$ 8,319	\$ 8,735	\$ 9,172	\$ 9,631
(2184 hours)		Semi-Monthly	\$ 3,961.50	\$ 4,159.50	\$ 4,367.50	\$ 4,586.00	\$ 4,815.50
2510	Police Office Specialist I	Monthly	\$ 4,377	\$ 4,595	\$ 4,826	\$ 5,067	\$ 5,320
(2080 hours)		Semi-Monthly	\$ 2,188.50	\$ 2,297.50	\$ 2,413.00	\$ 2,533.50	\$ 2,660.00
2530	Police Community Service Officer	Monthly	\$ 4,320	\$ 4,536	\$ 4,763	\$ 5,002	\$ 5,252
(2080 hours)		Semi-Monthly	\$ 2,160.00	\$ 2,268.00	\$ 2,381.50	\$ 2,501.00	\$ 2,626.00
2540	Police Officer Recruit	Monthly	\$ 5,453				
(2080 hours)		Semi-Monthly	\$ 2,726.50				

2550	Police Dispatcher	Monthly	\$ 5,907	\$ 6,203	\$ 6,513	\$ 6,838	\$ 7,180
(2080 hours)		Semi-Monthly	\$ 2,953.50	\$ 3,101.50	\$ 3,256.50	\$ 3,419.00	\$ 3,590.00
2560	Police Office Specialist II	Monthly	\$ 4,595	\$ 4,826	\$ 5,067	\$ 5,320	\$ 5,587
(2080 hours)		Semi-Monthly	\$ 2,297.50	\$ 2,413.00	\$ 2,533.50	\$ 2,660.00	\$ 2,793.50
2570	Lead Dispatcher	Monthly	\$ 6,675	\$ 7,008	\$ 7,359	\$ 7,728	\$ 8,114
(2080 hours)		Semi-Monthly	\$ 3,337.50	\$ 3,504.00	\$ 3,679.50	\$ 3,864.00	\$ 4,057.00

B= Basic

I= Intermediate

A= Advanced

Safety position salaries based on 2184 Hours per year.
Non-safety position salaries based on 2080 hours per year.

BPOA Salaries – Effective July 1, 2015 (3% Increase)

PAYROLL			STEPS				
CODE	POSITION		1	2	3	4	5
2110	Police Officer (B) P.O.S.T.	Monthly	\$ 7,050	\$ 7,403	\$ 7,772	\$ 8,161	\$ 8,569
(2184 hours)		Semi-Monthly	\$ 3,525.00	\$ 3,701.50	\$ 3,886.00	\$ 4,080.50	\$ 4,284.50
2120	Police Officer (I) P.O.S.T	Monthly	\$ 7,403	\$ 7,772	\$ 8,161	\$ 8,569	\$ 8,997
(2184 hours)		Semi-Monthly	\$ 3,701.50	\$ 3,886.00	\$ 4,080.50	\$ 4,284.50	\$ 4,498.50
2130	Police Officer (A) P.O.S.T	Monthly	\$ 7,772	\$ 8,161	\$ 8,569	\$ 8,997	\$ 9,447
(2184 hours)		Semi-Monthly	\$ 3,886.00	\$ 4,080.50	\$ 4,284.50	\$ 4,498.50	\$ 4,723.50
2140	Police Sergeant (I) P.O.S.T.	Monthly	\$ 8,714	\$ 9,151	\$ 9,608	\$ 10,089	\$ 10,594
(2184 hours)		Semi-Monthly	\$ 4,357.00	\$ 4,575.50	\$ 4,804.00	\$ 5,044.50	\$ 5,297.00
2150	Police Sergeant (A) P.O.S.T.	Monthly	\$ 9,151	\$ 9,608	\$ 10,089	\$ 10,594	\$ 11,123
(2184 hours)		Semi-Monthly	\$ 4,575.50	\$ 4,804.00	\$ 5,044.50	\$ 5,297.00	\$ 5,561.50
2160	Police Corporal (B) P.O.S.T.	Monthly	\$ 7,403	\$ 7,772	\$ 8,161	\$ 8,569	\$ 8,997
(2184 hours)		Semi-Monthly	\$ 3,701.50	\$ 3,886.00	\$ 4,080.50	\$ 4,284.50	\$ 4,498.50
2165	Police Corporal (I) P.O.S.T.	Monthly	\$ 7,772	\$ 8,161	\$ 8,569	\$ 8,997	\$ 9,447
(2184 hours)		Semi-Monthly	\$ 3,886.00	\$ 4,080.50	\$ 4,284.50	\$ 4,498.50	\$ 4,723.50
2170	Police Corporal (A) P.O.S.T.	Monthly	\$ 8,161	\$ 8,569	\$ 8,997	\$ 9,447	\$ 9,920
(2184 hours)		Semi-Monthly	\$ 4,080.50	\$ 4,284.50	\$ 4,498.50	\$ 4,723.50	\$ 4,960.00
2510	Police Office Specialist I	Monthly	\$ 4,508	\$ 4,733	\$ 4,971	\$ 5,219	\$ 5,480
(2080 hours)		Semi-Monthly	\$ 2,254.00	\$ 2,366.50	\$ 2,485.50	\$ 2,609.50	\$ 2,740.00
2530	Police Community Service Officer	Monthly	\$ 4,450	\$ 4,672	\$ 4,906	\$ 5,152	\$ 5,410
(2080 hours)		Semi-Monthly	\$ 2,225.00	\$ 2,336.00	\$ 2,453.00	\$ 2,576.00	\$ 2,705.00
2540	Police Officer Recruit	Monthly	\$ 5,617				
(2080 hours)		Semi-Monthly	\$ 2,808.50				
2550	Police Dispatcher	Monthly	\$ 6,084	\$ 6,389	\$ 6,708	\$ 7,043	\$ 7,395
(2080 hours)		Semi-Monthly	\$ 3,042.00	\$ 3,194.50	\$ 3,354.00	\$ 3,521.50	\$ 3,697.50
2560	Police Office Specialist II	Monthly	\$ 4,733	\$ 4,971	\$ 5,219	\$ 5,480	\$ 5,755
(2080 hours)		Semi-Monthly	\$ 2,366.50	\$ 2,485.50	\$ 2,609.50	\$ 2,740.00	\$ 2,877.50

2570	Lead Dispatcher	Monthly	\$ 6,875	\$ 7,218	\$ 7,580	\$ 7,960	\$ 8,357
(2080 hours)		Semi-Monthly	\$ 3,437.50	\$ 3,609.00	\$ 3,790.00	\$ 3,980.00	\$ 4,178.50

B= Basic

I= Intermediate

A= Advanced

Safety position salaries based on 2184 Hours per year.
Non-safety position salaries based on 2080 hours per year.

BPOA Salaries – Effective July 1, 2016 (2% Increase)

PAYROLL			STEPS				
CODE	POSITION		1	2	3	4	5
2110	Police Officer (B) P.O.S.T.	Monthly	\$ 7,191	\$ 7,551	\$ 7,927	\$ 8,324	\$ 8,740
(2184 hours)		Semi-Monthly	\$ 3,595.50	\$ 3,775.50	\$ 3,963.50	\$ 4,162.00	\$ 4,370.00
2120	Police Officer (I) P.O.S.T	Monthly	\$ 7,551	\$ 7,927	\$ 8,324	\$ 8,740	\$ 9,177
(2184 hours)		Semi-Monthly	\$ 3,775.50	\$ 3,963.50	\$ 4,162.00	\$ 4,370.00	\$ 4,588.50
2130	Police Officer (A) P.O.S.T	Monthly	\$ 7,927	\$ 8,324	\$ 8,740	\$ 9,177	\$ 9,636
(2184 hours)		Semi-Monthly	\$ 3,963.50	\$ 4,162.00	\$ 4,370.00	\$ 4,588.50	\$ 4,818.00
2140	Police Sergeant (I) P.O.S.T.	Monthly	\$ 8,888	\$ 9,334	\$ 9,800	\$ 10,291	\$ 10,806
(2184 hours)		Semi-Monthly	\$ 4,444.00	\$ 4,667.00	\$ 4,900.00	\$ 5,145.50	\$ 5,403.00
2150	Police Sergeant (A) P.O.S.T.	Monthly	\$ 9,334	\$ 9,800	\$ 10,291	\$ 10,806	\$ 11,345
(2184 hours)		Semi-Monthly	\$ 4,667.00	\$ 4,900.00	\$ 5,145.50	\$ 5,403.00	\$ 5,672.50
2160	Police Corporal (B) P.O.S.T.	Monthly	\$ 7,551	\$ 7,927	\$ 8,324	\$ 8,740	\$ 9,177
(2184 hours)		Semi-Monthly	\$ 3,775.50	\$ 3,963.50	\$ 4,162.00	\$ 4,370.00	\$ 4,588.50
2165	Police Corporal (I) P.O.S.T.	Monthly	\$ 7,927	\$ 8,324	\$ 8,740	\$ 9,177	\$ 9,636
(2184 hours)		Semi-Monthly	\$ 3,963.50	\$ 4,162.00	\$ 4,370.00	\$ 4,588.50	\$ 4,818.00
2170	Police Corporal (A) P.O.S.T.	Monthly	\$ 8,324	\$ 8,740	\$ 9,177	\$ 9,636	\$ 10,118
(2184 hours)		Semi-Monthly	\$ 4,162.00	\$ 4,370.00	\$ 4,588.50	\$ 4,818.00	\$ 5,059.00
2510	Police Office Specialist I	Monthly	\$ 4,598	\$ 4,828	\$ 5,070	\$ 5,323	\$ 5,590
(2080 hours)		Semi-Monthly	\$ 2,299.00	\$ 2,414.00	\$ 2,535.00	\$ 2,661.50	\$ 2,795.00
2530	Police Community Service Officer	Monthly	\$ 4,539	\$ 4,765	\$ 5,004	\$ 5,255	\$ 5,518
(2080 hours)		Semi-Monthly	\$ 2,269.50	\$ 2,382.50	\$ 2,502.00	\$ 2,627.50	\$ 2,759.00
2540	Police Officer Recruit	Monthly	\$ 5,729				
(2080 hours)		Semi-Monthly	\$ 2,864.50				
2550	Police Dispatcher	Monthly	\$ 6,206	\$ 6,517	\$ 6,842	\$ 7,184	\$ 7,543
(2080 hours)		Semi-Monthly	\$ 3,103.00	\$ 3,258.50	\$ 3,421.00	\$ 3,592.00	\$ 3,771.50
2560	Police Office Specialist II	Monthly	\$ 4,828	\$ 5,070	\$ 5,323	\$ 5,590	\$ 5,870
(2080 hours)		Semi-Monthly	\$ 2,414.00	\$ 2,535.00	\$ 2,661.50	\$ 2,795.00	\$ 2,935.00

BPOA MOU 2014-2017

2570	Lead Dispatcher	Monthly	\$ 7,013	\$ 7,362	\$ 7,732	\$ 8,119	\$ 8,524
(2080 hours)		Semi-Monthly	\$ 3,506.50	\$ 3,681.00	\$ 3,866.00	\$ 4,059.50	\$ 4,262.00

B= Basic

I= Intermediate

A= Advanced

Safety position salaries based on 2184 Hours per year.
Non-safety position salaries based on 2080 hours per year.

B. Incentive Pay Plan:

The Peace Officers Standards and Training Incentive Pay Plan shall continue to provide that Police Officers shall be eligible to receive five percent (5%) of their base compensation if they possess the Intermediate Peace Officers Standards and Training Certificate or ten percent (10%) of their base compensation if they possess the Advanced Peace Officers Standards and Training Certificate and Police Sergeants shall be eligible to receive five percent (5%) of their base compensation if they possess the Advanced Peace Officers Standards and Training Certificate.

C. Detective Differential:

Effective July 1, 2014, an employee assigned to investigation as a Detective, Detective/SRO Officer or Detective Sergeant on a full-time basis shall receive an additional two and one-half percent (2.5%) of base salary.

D. Motorcycle Differential:

Effective July 1, 2014, an employee assigned to ride a motorcycle on a full-time basis in the performance of his/her job duties shall receive an additional two and one-half percent (2.5%) of base salary. Said differential shall also serve as compensation when permission is received from the Police Chief for the traffic officer to store the motorcycle at his/her residence, any off-duty time spent on normal motorcycle clean up and/or minor maintenance, and any time transporting the motorcycle to and from the employee's residence and the work location.

E. Field Training Officer:

Effective July 1, 2014, a Police Officer continuously assigned to duty as a Field Training Officer shall receive an additional two percent (2%) of base salary.

F. Corporal Pay:

A Police Officer, when assigned by the Police Chief or his/her designated representative as a corporal for a full shift, shall receive acting pay which shall be computed at five percent (5%) more than such Police Officer's current salary for all full shifts worked in such higher classification. Work assignments shall not be changed for the purpose of evading this requirement of providing acting pay to a Police Officer who would otherwise be eligible for such acting pay as provided herein.

G. Dispatcher Training Differential:

A Police Dispatcher I assigned to duty as a Communications Training Officer shall receive an additional one and one-half percent (1.5%) of his/her base compensation during the period of such assignment.

H. Bilingual Pay (Spanish and Chinese):

Employees who have been certified at the conversational level of Spanish, Chinese or other language deemed useful by the Department in serving the community shall receive, in addition to but separate from all other compensation, One Hundred Dollars (\$100.00) per month. Employees who have been certified at the interpreter level shall receive, in addition to but separate from all other compensation, One Hundred Fifty Dollars (\$150.00) per month.

I. Work in a Higher Classification:

When an employee has been assigned in writing by the Department Head or designated representative to perform the work of a permanent position having a different classification and being paid at a higher rate, and if the employee has worked in such classification for more than five (5) consecutive workdays after each such written assignment by the Department Head, the employee shall be entitled to payment for the higher classification. Such payment shall be at the rate of five percent (5%) more than such employee's current salary. After working five (5) consecutive workdays in such higher classification, payment shall be made retroactive back to the first (1st) workday and continuing during the period of temporary assignment.

J. Canine Handler:

Officers assigned Canine Handler duties and responsibilities shall receive seven hours (7) additional pay per pay period at the rate of time and one-half (1½). Said amount is the total compensation for the time the Police Officer spends in all aspects of the care, feeding, exercise, transport to/from work, and maintenance of the canine. When the canine is boarded, the assigned officer will not receive the seven (7) hours overtime pay.

The City shall pay expenses related to the care, shelter, and feeding of the canine including the following: medical costs, veterinarian costs, food, grooming supplies, construction and maintenance of a shelter, and kennel costs during the handler's vacation. All expenses provided for by the City shall be pre-approved by the Police Chief before such reimbursement will be granted to the handler, and the handler shall furnish proof to the satisfaction of the City for such expenditure.

K. System Administrator Stand-By Pay:

A Police Department employee, when assigned by the Police Chief, as primary system administrator shall receive in addition to but separate from all other compensation five percent (5%) of his/her base compensation. A Police Department employee, when assigned by the Police Chief, as secondary system administrator shall receive in addition to but separate from all other compensation two and one-half percent (2.5%) of his/her base compensation.

The differentials provided in Items C, D, E, F, G, H, I, J and K above are additional compensation only while employees are on such assignments, and such differentials are not to be considered promotional compensation. Employees shall be assigned to these positions and relieved from these positions at the sole discretion of the Police Chief or his/her designated representative.

APPENDIX B

Deferred Compensation Plan

The City makes available a voluntary Deferred Compensation Plan in which all part-time and full-time City employees may participate. To begin participation, an employee must complete a form which is available through Human Resources.

Effective July 1, 2014, the City will contribute One hundred dollars (\$100.00) monthly to the Deferred Compensation Plan for employees who have completed their probationary period in the Police Office Specialist I and II; Community Service Officer and Police Dispatcher classifications.



STAFF REPORT

Meeting Date: July 22, 2014

Agenda Item #8D

Agency: City of Belmont

Staff Contact: Jonathan Gervais, Parks & Recreation Department, jgervais@belmont.gov
George Brunson, Parks & Recreation Department, gbrunson@belmont.gov

Agenda Title: Printing of Three Seasonal Activity Guides

Agenda Action: Resolution of the City Council Authorizing a Purchase Order for the Printing of Three (3) Seasonal Activity Guide Publications in an Amount Not to Exceed \$22,000

Recommendation

Staff recommends the City Council adopt a resolution approving a purchase order for the printing of three (3) seasonal activity guide publications in an amount not to exceed \$22,000.

Background

The Parks & Recreation Department produces three (3) seasonal activity guide publications annually (Fall, Winter/Spring and Summer). The activity guides are one of the primary marketing and branding tools used by the department to promote our recreation programs, facility rental opportunities, community events, and to provide information on our parks and trail systems. In addition, other City Departments utilize the activity guides to highlight their respective programs and events.

The annual production timeline is as follows: the Fall Guide, reflects the recreational opportunities and events being offered from September through December (mailed early August); the Winter/Spring Guide, reflects the recreational opportunities and events being offered from January through May (mail early December); and the Summer Guide, reflects the recreational opportunities and events being offered from June through August (mailed early April).

Analysis

Even in this technological age, residents still rely heavily on the print publication for information on a wide variety of special interest classes, annual seasonal camps and aquatics classes, educational and lifelong learning programs, community events and services.

The guides are bulk mailed to every residence in Belmont (11,500 copies), Redwood Shores (3,709 copies), and some targeted carrier routes in unincorporated San Mateo/Crystal Springs area (836). Additional copies (2,155) of the guides are also available in our Department Office, City Hall Departments, Recreation facilities, Belmont Library, BRSSD office, and distributed to local businesses, bringing the total to 18, 200 print copies per issue.

The department will produce a forty (40) page, full-color guide with a glossy cover for both the Fall and Winter/Spring publications; and a forty-four (44) page, full-color guide with a glossy cover for the Summer publication. The activity guides are printed on electrobrite paper to reduce printing costs, while still providing an excellent finished product. The Department received three (3) bids and will select the lowest responsible bidder for the work.

The Recreation Programs Division classes and programs and Recreational Facilities Division rentals promoted in the seasonal activity guides generate approximately \$1,975,000 in revenue annually.

Alternatives

1. Take no action.
2. Refer back to staff for more information.

Attachments

A. None

Fiscal Impact

- ☐ No Impact/Not Applicable
☒ Funding Source Confirmed: 205-4-820-8550

Source:

- ☐ Council
☒ Staff
☐ Citizen Initiated
☐ Other*

Purpose:

- ☐ Statutory/Contractual Requirement
☐ Council Vision/Priority
☒ Discretionary Action
☐ Plan Implementation*

Public Outreach:

- ☒ Posting of Agenda
☐ Other*

*

RESOLUTION NO. 2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING A PURCHASE ORDER FOR THE PRINTING OF THREE (3) SEASONAL ACTIVITY GUIDE PUBLICATIONS IN AN AMOUNT NOT TO EXCEED TWENTY-TWO THOUSAND DOLLARS (\$22,000)

WHEREAS, the Parks and Recreation Department produces seasonal activity guides three times a year; and,

WHEREAS, the seasonal activity guides are key to communicating recreational opportunities and events to the community; and,

WHEREAS, recreational programs and facilities enhance the quality of life in Belmont; and,

WHEREAS, Fund 205-4-820-8550, Printing and Binding has sufficient funds.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The City Manager is authorized to enter into a purchase order for the printing of three seasonal activity guide publications in an amount not to exceed \$22,000.

* * *

ADOPTED July 22, 2014, by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney



Meeting Date: July 22, 2014

Agenda Item #

STAFF REPORT

Agency: City of Belmont
Staff Contact: Bill Mitchell, I.T. Department, (650) 637-2970, bmittchell@belmont.gov
Agenda Title: Purchase Network Disk Storage
Agenda Action: Resolution

Recommendation

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a purchase order with TRIVAD, Inc., for the procurement of network disk storage in an amount not to exceed \$9,353.

Background

To ensure a reliable, robust, and secure technology infrastructure, best practice encourages timely replacement of technology infrastructure hardware. The City's technology replacement plan calls for replacement of mission critical components after 4 to 5 years of life.

Currently three network disk storage arrays are over 5 years old and have exhibited performance issues due to aged hardware. The proposed solution replaces all three these components.

Analysis

Information Technology reviewed multiple vendor disk storage solutions and narrowed our selection to products from Netgear and Exablox. Upon further review staff concluded that the solution provided by Netgear best met the City's needs due to:

- Technical capabilities (e.g. hierarchical storage, high speed Ethernet connection and encryption)
- Storage replication to the Cloud
- California local government references

Once Netgear was selected, staff requested competitive quotes from three vendors. TRIVAD, Inc, had the lowest cost per data unit as well as providing local support for installation services.

Alternatives

1. Deny recommendation.
2. Refer back to staff for more information and/or alternative options.

Attachments

- A. Resolution
- B. Quote

Fiscal Impact

- ☐ No Impact/Not Applicable
- ☒ Funding Source Confirmed: Account 573-1-302-9040

Source:

- ☐ Council
- ☒ Staff
- ☐ Citizen Initiated
- ☐ Other*

Purpose:

- ☐ Statutory/Contractual Requirement
- ☐ Council Vision/Priority
- ☐ Discretionary Action
- ☒ Plan Implementation*

Public Outreach:

- ☒ Posting of Agenda
- ☐ Other*

* Information Technology Plan.

RESOLUTION NO. 2014-

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE ISSUANCE OF A
PURCHASE ORDER WITH TRIVAD, INC., PROCURING NETWORK DISK STORAGE
IN AN AMOUNT NOT TO EXCEED \$9,253**

WHEREAS, the protection of data stored on computer networks is a mission critical responsibility of Information Technology; and,

WHEREAS, the City's hardware replacement schedule calls for replacement of outdated computer, network and associated equipment; and

WHEREAS, TRIVAD, Inc. quoted the lowest price per data unit and has local installation support.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The City Manager is authorized to execute a purchase order with TRIVAD, Inc., for the procurement of network disk storage in an amount not to exceed \$9,253.

ADOPTED July 22, 2014, by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

Proposal



1065 E. Hillsdale Blvd., 2nd Floor
Foster City, CA 94404
650.286.1086 Main 650.286.1686 Fax
www.TRIVAD.com

Quote ID:	140605-2964
Project Name:	
Opportunity Name	City of Belmont - Netgear
Date:	7/10/2014
Sales Rep:	Caleb Kwong
Sales Rep Ph #:	1 (650) 286-1086 x1260
Terms:	Net 30
Valid Until:	8/9/2014
Shipping Method:	

Bill To

City of Belmont
Bill Mitchell

Phone: (650) 637-2970
Fax:

Ship To

City of Belmont
Bill Mitchell

Phone: (650) 637-2970
Fax:

Line	Part #	Description	Qty	List Price	Unit Price	Ext. Price
1	RN422X124-100NES	NETGEAR ReadyNAS 4220 RN422X124 - NAS server - 48 TB - rack-mountable - SATA 3Gb/s - HD 4 TB x 12 - RAID 0, 1, 5, 6, 10, JBOD, 5 hot spare - Gigabit Ethernet / 10 Gigabit Ethernet - iSCSI - 2U	1	\$15,752.00	\$8,580.00	\$8,580.00

Comments:

Taxable:	\$8,580.00
Non Taxable:	\$0.00
Tax:	\$772.20
Credit:	
S/H:	
Total:	\$9,352.20
Tax Rate:	9.000%

Proposal Acceptance

Customer signature authorizes TRIVAD to process the order in place of a purchase order. TRIVAD still requires an official purchase order be faxed, emailed, or mailed to TRIVAD within 10 days of processing the order via a signed quote. All products will be invoiced upon shipping confirmation.

Customer Signature: _____

Title: _____

Print Name: _____

Date: _____



STAFF REPORT

Meeting Date: July 22, 2014

Agenda Item #8F

Agency: City of Belmont

Staff Contact: Gilbert Yau, Public Works, gyau@belmont.gov, (650) 595-7467

Agenda Title: Resolution Confirming the Selection of the City-wide Street Lighting Design Guidelines

Agenda Action: Resolution

Recommendation

Resolution approving Belmont's Public Right-of-Way Streetlight Design Guidelines, which includes appropriate standards for replacing existing public streetlights and providing options for lighting fixtures and pole styles Citywide.

Background

In 2008, staff presented alternative streetlight design details to the City Council for use on arterial roadways and for decorative purposes. The presentation to Council was primarily regarding streetlights for City streets, but decorative purpose lighting was also considered within development projects. A decorative fixture, that also provides focused roadway oriented lighting, was approved by the City Council for use on Old County Road within the redevelopment area. The selected streetlight fixture type was the "LCGS (Philadelphia)" style or comparable design. In 2009, the streetlight conduits and irrigation lines were installed with the Old County Road Undergrounding Phase I Project based on the spacing required for the LCGS Philadelphia lights.

On November 27, 2012, staff requested that the City Council reconfirm the Philadelphia style selected for the Old County Road project to coordinate with PG&E for the design of the Old County Road Phase II and III Utility Undergrounding Project. The City Council directed staff to obtain further feedback and recommendations from the Planning Commission for City-wide streetlight design guidelines.

In 2013, staff held a workshop with the Planning Commission detailing the history of the project and requested input from the Commission to address lighting style and maintenance concerns. The Commission recommended that the project be cost effective, use stylized lights for the downtown and scenic corridor, and use LED and downward-directed light where possible, replace the wooden poles and use low-cost maintenance poles, and replace Acorn lights within the redevelopment area as opportunity presented itself.

After further research and collection of additional information staff presented additional options for poles and fixture designs at Planning Commission meetings in April and May 2014 for their consideration and recommendation to the City Council. This report summarizes streetlight pole standards and fixtures for consideration within the Economic Development Target Sites, and elsewhere in the City.

Analysis

The proposed approach is to utilize several types of compatible streetlights, throughout the City. This approach is a practical one that provides a unified theme between areas with different lighting needs, but without trying to have a one size fits all solution. It allows for the desired aesthetics through the use of shorter and more decorative lights at focal points or locations with heavy pedestrian traffic. These more decorative lights would be suitable for use within the City's Economic Development Target Sites. Taller and engineered lights are needed for signalized intersections and along arterial roadways to effectively meet best practice design guidelines for streetlighting.

The following standards were presented by staff and recommended by the Planning Commission at the May 20, 2014 meeting:

Fixtures

Lantern Style Fixture

The LED lantern style fixture is proposed for the Ralston Avenue (existing Town and Country fixtures) and Belmont Villages/Downtown Area. The light can be either standard mounted or pendant mounted (Exhibit B). The standard mount lights can be mounted on top of the pole or on single/double arm(s). Additionally, the fixture has a pendant mounted option available for installation heights of up to 16' when that aesthetic look is desired.

Roadway Lighting for Old County Road and Arterials within Belmont Villages/Downtown Area

After considering feedback from staff about the look of the different style decorative lights compared to the lantern style fixtures, the Planning Commission selected a more cohesive option by using slim profile LED style fixtures such as Cree Edge Series, or Autobahn LED – ATB0 and ATB2 (Exhibit C). Given the height requirements for this type of lighting, the slim profile lights mounted on mast arms will be visually unnoticeable. These fixtures mounted on a similar decorative pole as a lantern style provides for a more cohesive look throughout the Village Zoning Area including the Old County Road Corridor.

Other Areas within the City

The continued use of existing High Pressure Sodium cobra heads (HPS) and standard poles are recommended for the rest of the City. This is the standardized style that is used throughout the Bay Area; the parts are easy to obtain for maintenance and replacement. Additionally with the recent action by the City Council, the Public Works Department is embarking on replacing the remainder of the City's HPS fixtures with the more efficient LED fixtures on the existing poles.

The Streetlight Design Guide makes use of state-of-the-art lighting science and internationally and nationally recommended street lighting design practices to maintain if not improve the quality of lighting on the City's streets, reduce energy consumption, and protect astronomical research.

Pole Styles

Decorative Style Poles

The Planning Commission recommended the "Dorchester" pole design which has a smooth round surface as shown in Exhibit D. These aluminum poles are available in heights ranging from 12' to 30', meeting City's lighting height requirements both for roadway lighting (such as Old County Road), and

pedestrian level lighting within the Villages areas. Additionally the Commission selected poles to be black in color. The poles can be used with options for bolt-on or strap-on bracket arms for banners, flower baskets, and lighting fixtures as shown in Exhibit E.

The same unifying pole design is also recommended for the lantern style lights replacing the old wooden poles as the City begins replacing those poles due to age and safety concerns. City's experience with wood poles, in terms of their maintenance has not been positive. Over time the wood deteriorates, and the strength is called into question. After time, flag poles cannot be connected to the wooden pole and mast arms are not considered reliable. Wood poles also tend to break when struck by vehicles and may be scratched.

Standard Poles

The standard pole design is recommended for all other areas of the City.

It should be noted that use of fixtures other than the Acorn fixture in the Downtown Specific Plan area would require a text amendment to the Specific Plan.

Alternatives

1. Refer back to staff for more information
2. Take no action

Attachments

- A. Resolution
- B. Exhibit A – Streetlight location map
- C. Exhibit B – Standard and pendant mounted lantern light; LED lantern style light
- D. Exhibit C – Examples of slim profile LED fixtures
- E. Exhibit D – “Dorchester” aluminum pole
- F. Exhibit E – Examples of brackets for banner and flower pot

Fiscal Impact

- ☒ No Impact/Not Applicable
☐ Funding Source Confirmed:

Source:

- ☐ Council
☒ Staff
☐ Citizen Initiated
☐ Other*

Purpose:

- ☐ Statutory/Contractual Requirement
☒ Council Vision/Priority
☐ Discretionary Action
☐ Plan Implementation*

Public Outreach:

- ☒ Posting of Agenda
☐ Other*

RESOLUTION NO. 2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT ADOPTING THE CITY-WIDE STREET LIGHTING DESIGN GUIDELINES

WHEREAS, after considering the different options at the May 20, 2014 Planning Commission meeting, the Commission considered and recommends the following standards for City-wide streetlights:

1. LED Lantern Style Fixture for the Ralston Avenue and Belmont Villages/Downtown Area.
2. Slim Profile LED Fixtures, for roadway lighting for Old County Road and Arterials within Belmont Villages/Downtown Area.
3. Standard Light Fixtures and Poles for all other areas of the City.
4. "Dorchester" style pole, black in color, within Belmont Villages/Downtown Area, and when replacing the old wooden poles with the lantern style fixtures along Ralston Avenue.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. Adopt the selection of the City-wide Street Lighting Design Guidelines as recommended.

* * *

ADOPTED July 22, 2014, by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

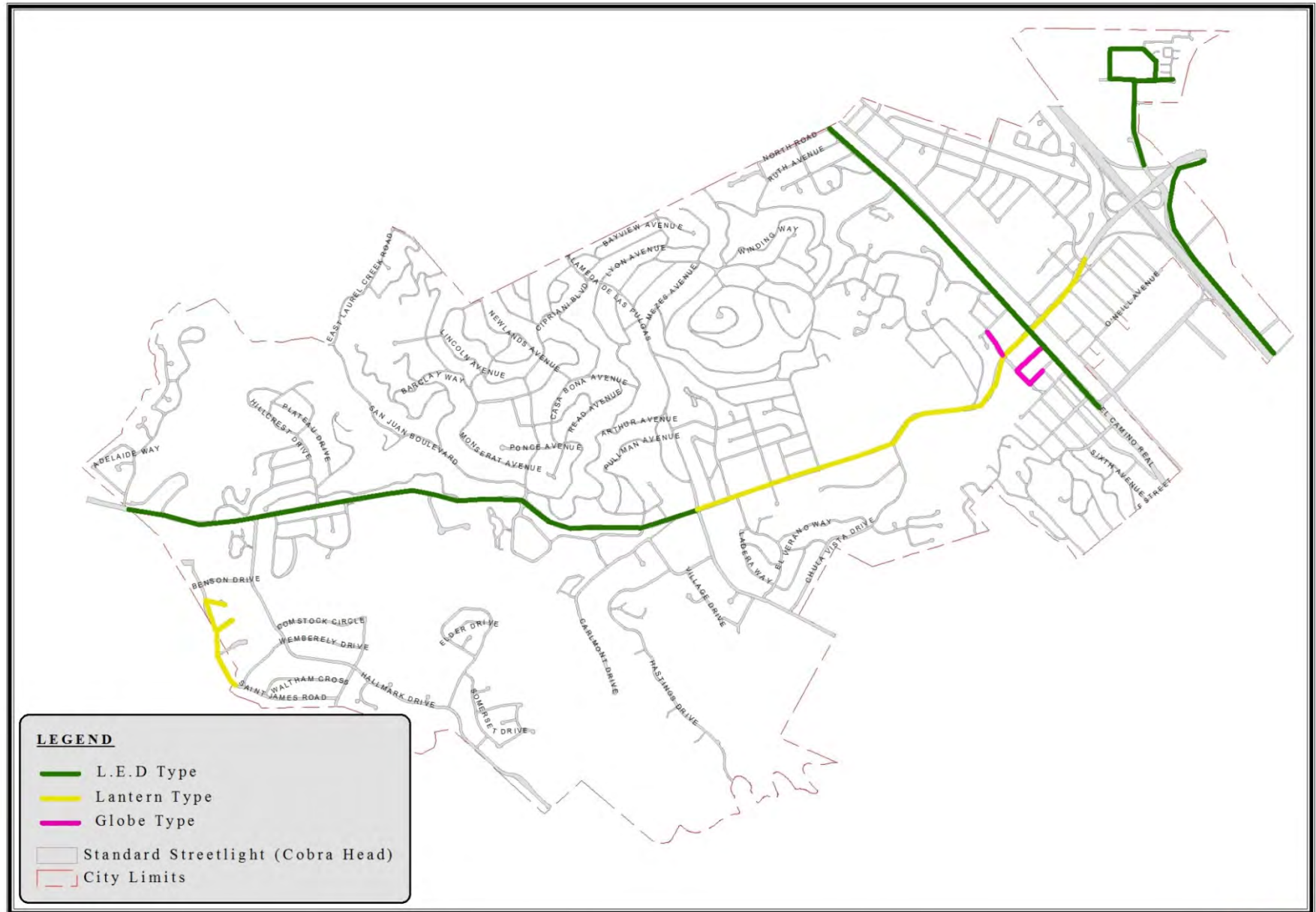
City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A: STREETLIGHT LOCATION MAP



N
1 INCH = 2,000 FEET
FEBRUARY 2013

0 1,000 2,000 4,000 Feet

STREETLIGHT TYPE LOCATION MAP



EXHIBIT B



Lantern Light

EXHIBIT C – LED Slim Profile Lights



EXHIBIT D – Dorchester Poles

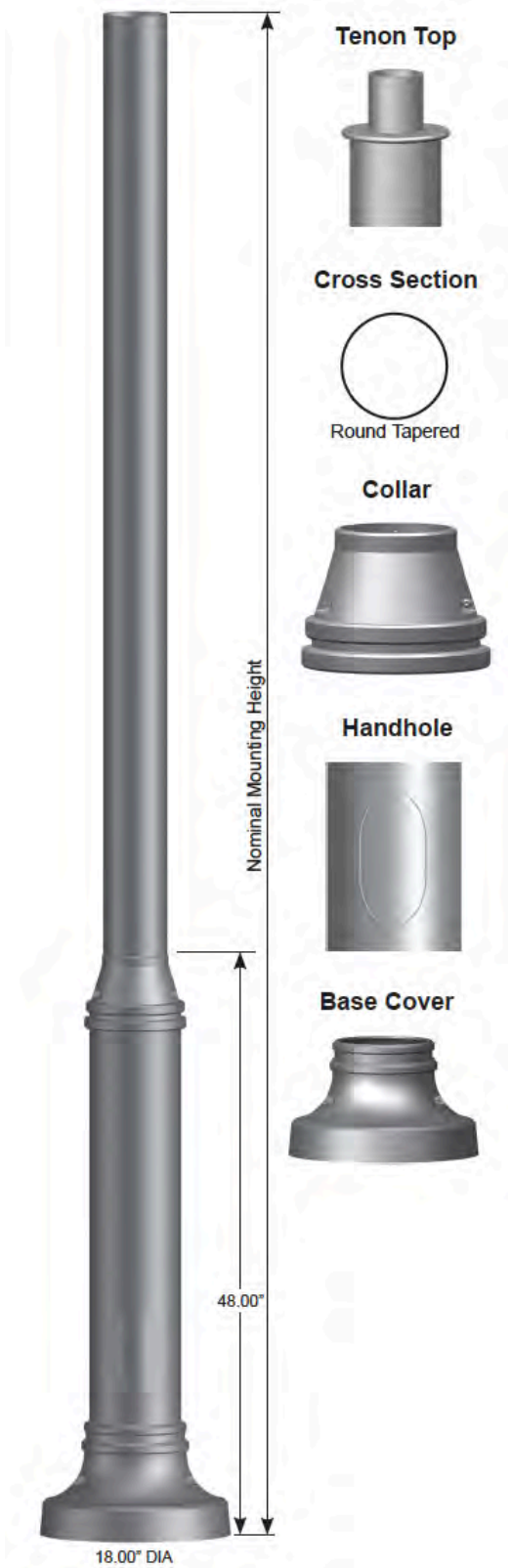
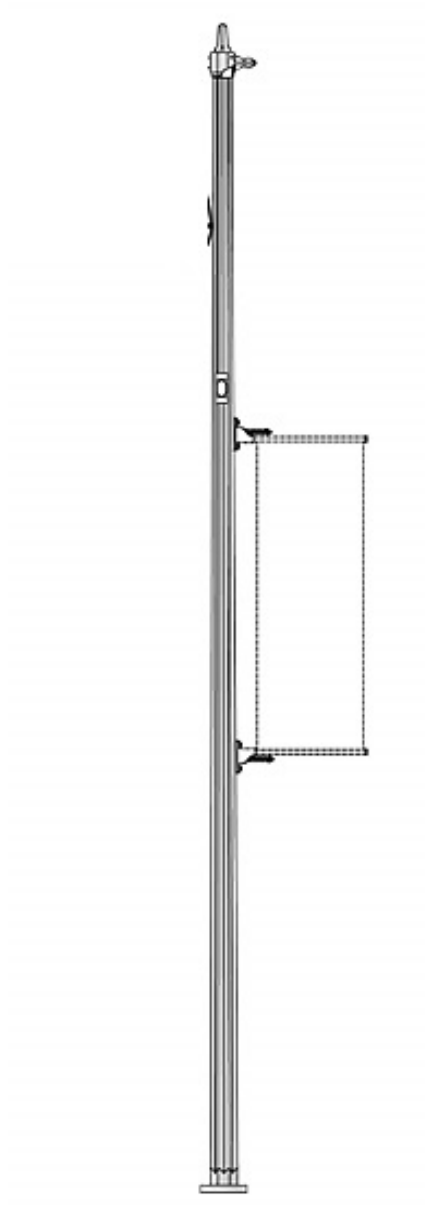
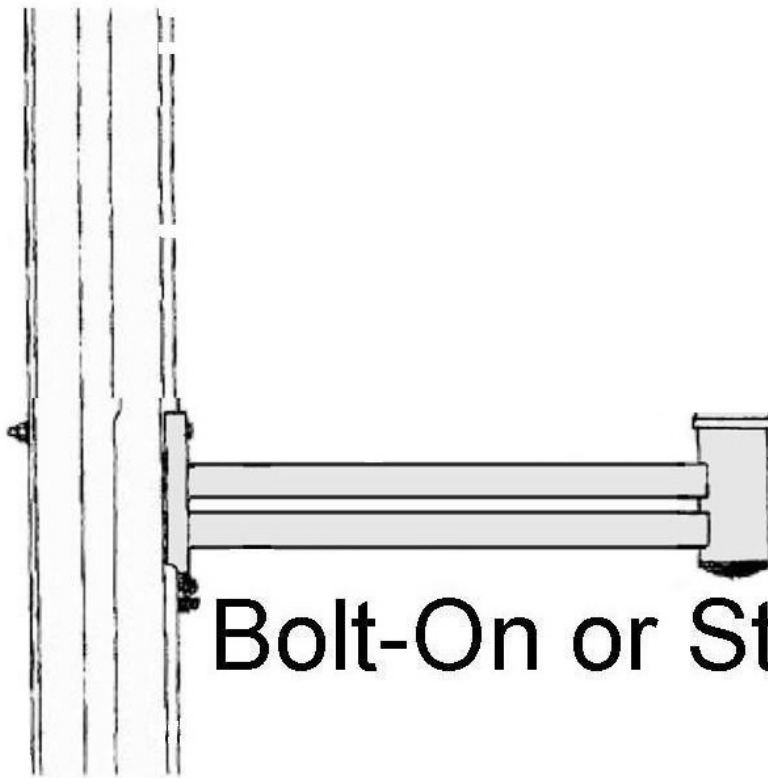


EXHIBIT E



Banner Arm

Bracket Arm



Bolt-On or Strap-On



Meeting Date: July 22, 2014

Agenda Item #

STAFF REPORT

Agency: City of Belmont
Staff Contact: Bill Mitchell, I.T. Department, (650) 637-2970, bmittchell@belmont.gov
Agenda Title: Purchase Network Monitoring Software
Agenda Action: Resolution

Recommendation

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a purchase order with Loop1 Systems, Inc. for the procurement of network monitoring software and associated installation and training in an amount not to exceed \$6,753.

Background

Network performance monitoring simplifies the detection, diagnosis and resolution of network issues before outages occur. This technical tool is a major step forward in Information Technology's evolution from a reactive (break/fix) to a proactive (solutions oriented) organization.

Analysis

Information Technology reviewed multiple network management solutions and choose SolarWinds due to:

- Ease of Use
- Affordability
- Future Expandability (Monitor solutions for Security & Storage)
- References

Once SolarWinds was selected, staff selected Loop1 Systems, Inc. due to price (offered GSA contract price) and their ability to provide installation and training.

Alternatives

1. Deny recommendation.
2. Refer back to staff for more information and/or alternative options.

Attachments

- A. Resolution
- B. Quote

Fiscal Impact

- ☐ No Impact/Not Applicable
- ☒ Funding Source Confirmed: Account 573-1-301-8351
Account 573-1-301-8359

Source:

- ☐ Council
- ☒ Staff
- ☐ Citizen Initiated
- ☐ Other*

Purpose:

- ☐ Statutory/Contractual Requirement
- ☐ Council Vision/Priority
- ☐ Discretionary Action
- ☒ Plan Implementation*

Public Outreach:

- ☒ Posting of Agenda
- ☐ Other*

* Information Technology Plan.

RESOLUTION NO. 2014-

RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER WITH LOOP1 SYSTEMS, INC., PROCURING NETWORK MONITORING SOFTWARE, INSTALLATION AND TRAINING IN AN AMOUNT NOT TO EXCEED \$6,753

WHEREAS, monitoring the health of the City's computer network is a mission critical responsibility of Information Technology; and,

WHEREAS, Loop1 Systems, Inc. provided lowest price for software, installation and training.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The City Manager is authorized to execute a purchase order with Loop1 Systems, Inc., for the procurement of network monitoring software and associated installation and training in an amount not to exceed \$6,753.

ADOPTED July 22, 2014, by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

QUOTATION# **1022451**

TO: Bill Mitchell
COMPANY: City of Belmont

DATE: 7/9/2014
EXPIRES: 7/31/14

PHONE: 650-637-2970
EMAIL: bmittchell@belmont.gov

FROM: Kris Hines
PHONE: 877.591.1110 X 1022
EMAIL: kris.hines@loop1systems.com
FAX: 702.446.3681
ADDRESS: Loop1 Systems, Inc.
P.O. Box 5322
Austin, Texas 78763
TAX ID: 27-0867728
TERMS: Payable Upon Receipt

Item SKU	Number of Items	Item Description	Price Per Item	Price
SWRMT	2	Day(s) Remote SolarWinds Installation, Configuration and Hands-On Training with a Certified SolarWinds Engineer for NPM and NTA. Engagement will be billed 50% upon receiving a Purchase Order, and the remaining balance is due 30 days after engagement occurs.	\$2,000.00	\$4,000.00
3050	1	SolarWinds NetFlow Traffic Analyzer Module for SolarWinds Network Performance Monitor SL100 - License with 1st-year Maintenance	\$1,795.00	\$1,795.00
1247	1	SolarWinds Network Performance Monitor SL100 (up to 100 elements) - License with 1st-year Maintenance	\$2,675.00	\$2,675.00
DISCOUNT				\$1,717.50
Sub-Total:				\$8,470.00
Grand-Total:				\$6,752.50

Notes:

- All quotes are in U.S. Dollars.
- Applicable taxes are the responsibility of the customer and will be added at the time of invoicing unless a valid resale or exemption is on file at the company's corporate office.
- Remit to address must be included on all purchase orders along with the company's accounts payable contact.
- The training curriculum will be detailed in an SOW.

Approved By: _____



Printed Name: _____

Purchase Order #: _____



Date: _____



STAFF REPORT

Meeting Date: July 22, 2014

Agenda Item #8H

Agency: City of Belmont

Staff Contact: Captain Tony Psaila, Police Department, 650-595-7402, tonyp@belmont.gov

Agenda Title: Resolution of the City Council authorizing the purchase of fifteen (15) AXON Flex Camera Video Recorder systems for the Belmont Police Department, and enter into an agreement for maintenance and support with TASER International, Inc.

Agenda Action: Resolution

Recommendation

Staff recommends that the City Council authorize the purchase of fifteen (15) AXON Flex Camera Video Recorder systems for the Belmont Police Department, and enter into an agreement for maintenance and support with TASER International, Inc.

Background

In May of 2014, Council authorized purchasing AXON Flex body worn cameras for the Belmont Police Department. Fifteen (15) video cameras and associated hardware, software and video storage has already been purchased, and we are now ready to move forward and purchase the second half of the cameras, for a total of thirty (30) video camera systems. Staff is convinced that these body worn cameras are a very useful tool for Belmont Police Officers, and we recommend moving forward with the second phase of this purchase.

Analysis

Extensive research began over a year ago when the Belmont Police Department Administrative staff, in collaboration with Belmont Information Technology personnel, began researching the various video systems available. After weighing the options, the Taser AXON Flex body worn camera system was selected as the preferred video system for the Belmont Police Department. This conclusion was reached because the AXON Flex system appears to be the most technologically advanced, reliable and user friendly system among those similar systems available.

The AXON Flex video system offers three options which none of the other systems available offer. First, the AXON Flex is the only officer worn body camera that offers a 30 second pre-event recording loop which enables the camera to capture 30 seconds of video prior to the officer activating the system. This option is highly desirable because this allows officers to capture video, which in some cases, may be crucial evidence in a case. Second, the AXON Flex system offers a server-connected download/recharge cradle station that allows officers to place the camera in a cradle and the system automatically and securely downloads video, while at the same time charges the camera. All other vendor products require manual downloading and manual data entry for documentation and instructional purposes, which requires officers to spend copious amounts of time (approximately 20 to 45 minutes per officer) at the end of their shift downloading data. Finally, the AXON Flex is also the sole system that permits blue-tooth remote viewing via a smart phone type device. This connection permits data entry by

the officer at the conclusion of each event versus all other systems requiring data entry at the end of the officer's shift. Additionally, this option allows officers to view video in a "real time" manner, so that the camera may be placed in dangerous or difficult areas (around blind corners, over fences, in attic and crawl spaces, etc.) in order to give officers the ability to search for suspects or evidence in a safer manner.

Currently, Taser International is the sole manufacturer and distributor of the Taser AXON Flex body worn camera system to law enforcement agencies.

Fifteen (15) video cameras and associated hardware, software and video storage is being purchased in each phase for a total of thirty (30) video camera systems. Each phase also includes software licenses for administration of the Taser system. The below tables detail one-time and ongoing expenses associated with each phase. This final purchase will have our officer worn video program fully implemented, and will allow for each officer to be assigned a camera.

Annual Cost – Taser Cameras & Video Storage					
Item	FY 13-14	FY 14-15	FY 15-16	FY 16-17	Total
Cameras	\$7,499.25	\$7,499.25	---	---	\$14,998.50
Storage	\$847.50	\$828.00	\$1,972.50	\$2,197.50	\$5,845.50
Hardware	\$2,990.00	\$4,485.00	---	---	\$7,475.00
Licensing	\$5,604.00	\$4,125.00	\$10,104.00	\$10,104.00	\$29,937.00
Total	\$16,940.75	\$13,947.25	\$12,076.50	\$12,301.50	\$55,266.00
*Plus tax and shipping for cameras and hardware.					

The recommended resolution covers the costs associated with the purchase of the second half of the AXON Flex cameras (including associated hardware and software), as well as the continuing licensing and storage fees. The resolution also authorizes the City Manager to negotiate and execute an agreement with Taser International, Inc. for the annual maintenance and support of the Police Department's Axon Flex Camera Video Recorder System.

Alternatives

1. Provide alternate direction.
2. Take no action.

Attachments

A. Resolution

Fiscal Impact

- ☐ No Impact/Not Applicable
☒ Funding Source Confirmed: Acct# 101-2-601-8613

Source:

- ☐ Council
- ☒ Staff
- ☐ Citizen Initiated
- ☐ Other*

Purpose:

- ☐ Statutory/Contractual Requirement
- ☐ Council Vision/Priority
- ☒ Discretionary Action
- ☐ Plan Implementation*

Public Outreach:

- ☒ Posting of Agenda
- ☐ Other*

RESOLUTION NO. 2014-

RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE PURCHASE OF FIFTEEN (15) AXON FLEX CAMERA VIDEO RECORDER SYSTEMS FOR THE BELMONT POLICE DEPARTMENT, AND ENTER INTO AN AGREEMENT FOR MAINTENANCE AND SUPPORT WITH TASER INTERNATIONAL, INC.

WHEREAS, Law enforcement agencies throughout the country are using various types of video recording systems to document interactions between law enforcement officers and citizens; and,

WHEREAS, utilizing an officer worn video camera system would be beneficial not only to the Belmont Police Department, but to the City of Belmont and Community as well and the AXON Flex video system offers three options which none of the other systems available offer; and,

WHEREAS, the cost for the first four years shall be \$55,266.00, with future costs to be negotiated.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The City of Belmont is authorized to purchase fifteen (15) AXON Flex Camera Video Recorder systems for the Belmont Police Department, from TASER International, Inc., for an initial amount not to exceed \$13,947.25; and the City Manager is authorized to negotiate and execute an agreement with Taser International, Inc. for the annual maintenance and support of the Police Department's Axon Flex Camera Video Recorder System. This authorization is limited to the amount of available funds appropriated within a fiscal year budget for that purpose.

* * *

ADOPTED July 22, 2014, by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney



STAFF REPORT

Meeting Date: July 22, 1014

Agenda Item #8I

Agency: City of Belmont

Staff Contact: Jennifer Rose, Finance Department, (650) 595-7453; jrose@belmont.gov

Agenda Title: Resolution of the City Council Authorizing the City Manager to Execute a Service Agreement with Keyser Marsten Associates for Housing and Downtown Economic Services for an Amount Not To Exceed \$35,000, and Economic Development Services As Needed

Agenda Action: Resolution

Recommendation

It is recommended that the City Council adopt the attached resolution authorizing a professional services agreement with Keyser Marten Associates for housing, economic development, and downtown revitalization consulting as outlined in Attachment B.

Background

In January 2014, the City Council received an update on the status of the City's housing program, and considered a real property asset retention and disposition proposal. At that meeting the City Council adopted the following policies:

1. The Belmont Housing Successor shall use excess Low-Moderate Income Housing (LMI) funds to further the objective of providing low-income housing resources and opportunities in a manner consistent with Health and Safety Code guidelines.
2. The Belmont Housing Successor shall pursue activities, programs, and development opportunities that complement the development and revitalization efforts within the City's Priority Development Areas.

In order to implement these adopted policies, the City is seeking professional consulting services for both property assessment and (if necessary) tenant relocation, as well as strategic economic development consulting to determine how the Belmont Housing Successor can best leverage the LMI Housing assets to revitalize the downtown area.

Keyser Marsten Associates (KMA) is a real estate development and financial consulting firm who has provided a variety of services to both the City of Belmont and the former Belmont Redevelopment Agency over the past decade. KMA was instrumental in development of the 2006 Economic Development Enhancement Target Site Strategy that that guided the RDA's property acquisition efforts until it's dissolution in 2012. The Target Site Strategy also helped create the vision for Firehouse Square.

Analysis

After reviewing the current status of the City's housing program, as well as the commencement of work on the Belmont Village documents and comprehensive update to the City's General Plan (2035), KMA has prepared a scope of work (Attachment B) that outlines a series of tasks that work to implement the City's housing program policies. The tasks include:

1. Housing and Downtown Economic Strategies
 - a. Update of real estate market and economic conditions to inform strategies for developing the City's key Downtown and Hill Street opportunity sites;
 - b. Assess real estate that the City owns and ways to leverage strategic dispositions that can contribute to Downtown and Hill Street revitalization;
 - c. Prepare action strategies for the Downtown properties that will provide a catalyst for Downtown revitalization;
 - d. Coordinate with City staff and other consultants to ensure that all regulatory documents are consistent and in sync.
2. Economic Development Services
 - a. Provide additional real estate services, as needed.

The scope of services provided by KMA indicates that the Housing and Downtown Economic Strategy services can be provided for an amount not to exceed \$35,000. In addition, KMA will provide economic development services on an as needed basis at the rates established in the scope of services, subject to allocated budget authority. Those services could include assisting with developer negotiations, performing economic feasibility analysis, and assisting with project feasibility studies, etc.

KMA's extensive experience and familiarity with the City of Belmont uniquely positions them to provide these services. Their work would complement the ongoing General Plan and Belmont Village plan efforts, while providing the Belmont Housing Successor with a set of action strategies, programs, and development opportunities that will help facilitate downtown revitalization and development of new affordable and market-rate housing.

Alternatives

1. Refer back to staff for modification.
2. Take no action.

Attachments

- A. Resolution
- B. Keyser Marsten Proposal Letter, dated July 10, 2014

Fiscal Impact

- ☐ No Impact/Not Applicable
☒ Funding Source Confirmed: 101-5-501-8351
275-5-902-8351

Source:

- ☐ Council
☒ Staff
☐ Citizen Initiated
☐ Other*

Purpose:

- ☐ Statutory/Contractual Requirement
☒ Council Vision/Priority
☐ Discretionary Action
☐ Plan Implementation*

Public Outreach:

- ☒ Posting of Agenda
☐ Other*

RESOLUTION NO. 2014-

RESOLUTION OF THE CITY COUNCIL AUTHORIZING CITY MANAGER TO EXECUTE A SERVICE AGREEMENT WITH KEYSER MARSTEN ASSOCIATES FOR HOUSING AND DOWNTOWN ECONOMIC SERVICES FOR AN AMOUNT NOT TO EXCEED \$35,000, AND ECONOMIC DEVELOPMENT SERVICES AS NEEDED

WHEREAS, the City of Belmont, as Housing Successor to the former Belmont Redevelopment Agency, owns certain real property housing assets within the City; and,

WHEREAS, the City intends to develop and implement a housing real property asset retention and disposition plan that further the City's housing and economic development efforts; and

WHEREAS, the Belmont Housing Successor desires to use excess low-moderate income housing funds to further the objective of providing low-income housing resources and opportunities in a manner consistent with Health and Safety Code guidelines; and,

WHEREAS, the Belmont Housing Successor wishes to pursue activities, programs, and development opportunities that complement the development and revitalization efforts within the City's Priority Development Areas; and,

WHEREAS, Keyser Marsten Associates, a real estate and economic development consulting firm, has prepared a scope of work, attached as Exhibit A, that outlines a series of real estate analysis and development strategy services for the Downtown and Hill Street opportunity areas; and,

WHEREAS, Keyser Marsten Associates has experience with and familiarity of Belmont's previous economic development efforts and is uniquely positioned to provide these consulting services.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The City Manager is authorized to negotiate and execute an agreement purchasing housing and downtown revitalization strategy services from Keyser Marsten Associates for an amount not to exceed \$35,000.

SECTION 2. The City Manager is authorized to retain additional economic development services on an as needed basis at the rates established in the scope of services, subject to allocated budget authority.

* * *

ADOPTED July 22, 2014, by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney



KEYSER MARSTON ASSOCIATES™
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

July 10, 2014

ADVISORS IN:
REAL ESTATE
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

SAN FRANCISCO

A. JERRY KEYSER
TIMOTHY C. KELLY
KATE EARLE FUNK
DEBBIE M. KERN
REED T. KAWAHARA
DAVID DOEZEMA

LOS ANGELES

KATHLEEN H. HEAD
JAMES A. RABE
GREGORY D. SOO-HOO
KEVIN E. ENGSTROM
JULIE L. ROMEO

SAN DIEGO

PAUL C. MARRA

Thomas Fil & Jennifer Rose
City of Belmont
One Twin Pines Lane, Suite 320
Belmont, CA 94002

Re: Proposed Scope of Services - Downtown and Hill Street Target Site Area
Properties Real Estate Analysis and Implementation Strategy

Dear Thomas and Jennifer:

Thank you for requesting this scope of services from Keyser Marston Associates, Inc. (KMA) for real estate analysis and implementation strategies for the Downtown and Hill Street Target Site Area properties (both those owned by the City and adjacent). The city of Belmont is at a key juncture for realizing its Downtown revitalization goals with a current focus on El Camino Ave, transit oriented and pedestrian friendly development.

KMA's proposed services will augment the various City planning projects currently underway to achieve the foregoing goals. Some of these projects are:

- Update of the city's General Plan (along with an EIR);
- Belmont Village Zoning and Design Guidelines update;
- Inclusionary housing analysis in conjunction with 21 Elements;
- Update to city's impact fee schedule.

In addition to these key ongoing efforts, the city's Downtown implementation opportunities will be further enhanced by a vastly improved real estate market since the onset of the Great Recession.

Pursuant to our discussions, KMA's proposed scope of services includes the following:

- 1) Update of real estate market and economic conditions to inform strategies for developing the city's key Downtown and Hill Street opportunity sites;
- 2) Assess real estate that the City owns and ways to leverage strategic dispositions that can contribute to Downtown and Hill Street revitalization;

- 3) Prepare in conjunction with City staff an implementation strategy for the Downtown properties so as to provide a catalyst for Downtown revitalization;
- 4) Coordinate with city staff and its other consultants in order to ensure that all of the city's efforts are consistent and in sync; and
- 5) Provide additional real estate services as needed.

Proposed Scope of Services

The following is KMA's proposed scope of services for this assignment.

Task 1. Real Estate Update of Opportunity Sites Within the 5 Block Downtown and Within the Hill Street Target Area

The first task of this scope of services is to perform a real estate update of the key Downtown and Hill Street opportunity sites in order to assess the economics of developing each site. This update will focus on these two geographic areas (rather than to also include areas previously assessed such as Belmont Station and Shoreway). The update will be based on general development concepts/densities in discussion with city staff, and will be on a preliminary order-of-magnitude basis. These preliminary pro formas will be at a sufficient detail to inform an implementation strategy for the Downtown and Hill Street target areas.

The real estate market and economic update will include estimates of market rents, operating expenses, capitalization rates, development costs, and rates of return in order to reflect current economic and market conditions in Belmont and surrounding areas. As noted, the market has experienced significant resurgence in recent years for residential, office, as well as hotel uses.

Task 2: Assess How City Can Leverage Properties It Owns and Other City Assets to Spur Revitalization in Its Target Site Areas

In addition to the real estate update, KMA will assess how the City can leverage properties it owns and other potentially available assets in establishing an implementation plan for revitalization of the City's Target Site Areas (It's understood that certain City owned properties will never be sold and others are only available for transfer to non-profits).

Even through only certain City owned properties will be available, our understanding is that significant dollar potential can be available to help spur Target Area revitalization.

KMA would assess these assets and make recommendations as to how to deploy the dollars that could be raised into a Target Area Implementation Strategy that would contain one or more of the following components:

- Overall financing plan based on Tasks 1 and 2;
- Approximate timeframe for development of each site and overall sequencing plan;
- Identification of key city implementing actions such as property acquisitions, offsite infrastructure (such as roadway or utility improvements), etc.;
- Identification of public-private partnerships needed for implementation including those with private developers, Safeway, other key businesses/property owners, etc.;
- A “roadmap” for implementation that outlines implementation steps, responsible parties, and schedule.

Task 3. Coordination of Overall Planning Activities

As noted, it will be important that the city's various planning projects and activities be well coordinated in order to successfully achieve the city's Downtown goals. For example, the new zoning for Downtown should be consistent with densities and development concepts that are economically viable in the current and near-term market so as not to hinder development of the Downtown opportunity sites. Similarly, the city's inclusionary housing goals should be consistent with obligations that private development can support and not be overly burdensome relative to other jurisdictions in the county.

KMA views the city's other planning efforts as being an opportunity to contribute significantly to the city's Downtown revitalization goals and it is fortuitous that these projects are being undertaken at this time. As such, KMA will coordinate our efforts with those of the city's other activities through close coordination with city staff and with the city's other consultants (we understand that the city intends to identify a consultant who will provide an overall administrative role regarding the city's various planning activities). Coordination efforts might include regularly scheduled coordination meetings and offline coordination discussions. KMA is accustomed to working in this type of team approach.

Task 4. Additional Real Estate Services as Needed

On an as-needed basis, KMA will perform additional real estate and economic tasks under this contract at the request of city staff. Such tasks might include (but are not limited to) the following:

- Negotiation of business terms with Sares Regis Group for the development of the Firehouse Square project;
- Peer review of the impact fee analysis being performed by another consultant to the city;
- General support of the city's economic development strategies including business retention and recruitment.

Budget

KMA proposes to undertake this scope of services on a time and materials basis for a not-to-exceed budget of \$35,000. Attached is our rate schedule. This budget should be sufficient to complete Tasks 1-3, however due to the fact that the work effort involved with Task 4 (Additional Services) is somewhat open ended, it is likely that additional budget will be needed to complete Task 4. Under the \$35,000 budget, we propose to complete Tasks 1-3 and any remaining budget will be used for Task 4 until the budget is fully expended. At that time our remaining Task 4 budget needs can be reevaluated.

Thank you for requesting this proposed scope of services.

Sincerely,

KEYSER MARSTON ASSOCIATES, INC.



A. Jerry Keyser



Reed Kawahara

Attachment: KMA Rate Schedule

KEYSER MARSTON ASSOCIATES, INC.
PUBLIC SECTOR HOURLY RATES

	<u>2013/2014</u>
A. JERRY KEYSER*	\$280.00
MANAGING PRINCIPALS*	\$280.00
SENIOR PRINCIPALS*	\$270.00
PRINCIPALS*	\$250.00
MANAGERS*	\$225.00
SENIOR ASSOCIATES	\$187.50
ASSOCIATES	\$167.50
SENIOR ANALYSTS	\$150.00
ANALYSTS	\$130.00
TECHNICAL STAFF	\$95.00
ADMINISTRATIVE STAFF	\$80.00

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxies, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.



STAFF REPORT

Meeting Date: July 22, 2014

Agenda Item #

Agency: City of Belmont

Staff Contact: Jennifer Rose, Finance Department, (650) 595-7453; jrose@belmont.gov

Agenda Title: Housing Element Update: Belmont Zoning Ordinance Amendments Necessary to Comply with the Belmont Housing Element 2007-2014 (First Reading)

Agenda Action: Ordinance and Resolution

Recommendation

It is recommended that the City Council:

1. Introduce the draft ordinance (Attachment A) amending sections of the Belmont Zoning Ordinance ("BZO") as required to comply with state law; and,
2. Review the draft resolution (Attachment B) adopting a sewer priority policy for affordable housing developments;

A duly noticed public hearing is scheduled to be held on August 26, 2014, during which the City Council will have the opportunity to receive additional public testimony and to take formal action on the proposed ordinance and resolution.

Background

The General Plan Housing Element provides opportunities for housing development, through zoning or other means, to accommodate both local and regional housing needs, including opportunities for low and very-low income households. Housing Element law is the State's primary market-based strategy to increase housing supply, affordability and choice. The law recognizes that in order for the private sector to adequately address housing needs and demand, local governments must adopt land use plans and regulatory frameworks that do not unduly constrain housing development.

The Belmont Housing Element for 2007-2014 was adopted in July 2010 (amended January 2011). The City Council held a study session on July 8, 2014 to review the status of implementation of the 2007-2014 Housing Element, and to review the forthcoming efforts related to the Housing Element update for 2015-2023. As presented during the July 8, 2014 study session, there are several zoning ordinance amendments that Belmont must adopt in order to comply with state housing law, and in order to qualify for expedited review of the 2015-2023 Housing Element with California Department of Housing and Community Development (HCD). Additionally the City is required to adopt a priority policy for provision of public utility services (sewer) to projects that provide affordable housing.

Analysis

To comply with state housing law, staff and the City Attorney have prepared a draft ordinance amending sections of the BZO as follows (full zone text language can be found in Attachment A).

Housing Element Program 3.6: Emergency Shelters

Pursuant to state law, the City of Belmont is required to identify a zoning district where emergency shelters for the homeless are a permitted use. The identified zone must provide sufficient area to accommodate the City's identified need. To ensure compatibility with surrounding properties, the City can adopt appropriate development standards and performance standards for emergency shelters.

To comply with this requirement, staff proposes to amend Section 21 of the BZO (Special Combining Districts) to create an emergency shelter combining district that would apply to certain C-3 and C-4 parcels located along Old County Road and El Camino Real near the southern City limit. Emergency shelters for the homeless would comply with all of the underlying zoning district regulations with the exception of parking requirements. Based on best practices and information from Shelter Network, reduced parking standards are appropriate for emergency shelters located adjacent to public transit lines (Caltrain, SamTrans). A variety of performance standards, as well as a process for compliance review, are included that ensure that emergency shelter operations do not have adverse impacts on adjacent properties.

Housing Element Program 4.1: Special Needs and Extremely Low Income Housing

In order to comply with state law and to better facilitate and promote housing services for special needs populations, several BZO definitions should be amended or added as follows:

- Supportive Housing: As defined by Health and Safety Code Section 50675.14, supportive housing is linked to a support service that assists residents in retaining housing, improving health status, and maximizing the tenant's ability to live and, when possible, work in the community. Supportive housing shall be considered a residential use and is only subject to those restrictions that apply to other residential dwellings in the same zone.
- Transitional Housing: As defined by Health and Safety Code Section 50672.2, transitional housing refers to rental housing developments operated under program requirements that require recirculation of the assisted units to other eligible recipients at a predetermined future point in time that is no less than six (6) months. Similar to supportive housing, transitional housing shall be considered a residential use and is only subject to those restrictions that apply to other residential dwellings in the same zone.
- Residential Care Facility: As provided in Health and Safety Code Section 1502(a)(1), a Residential Care Facility means any family home, group care facility, or similar facility that provides 24-hour non-medical care for persons in need of personal services, supervision, or assistance essential for sustaining the activities of daily living.
- Small Residential Care Facility: In accordance with Health and Safety Code Section 1566.3, a Small Residential Care Facility is defined as a Residential Care Facility that serves six or fewer persons. The residents and operators of such a facility are considered a "family" and the facility is considered a residential use and a family dwelling, meaning that Small Residential Care Facilities are a permitted residential use and only subject to those restrictions that apply to other residential dwellings in the same zone.
- Nursing or Convalescent Home: The definition of Nursing or Convalescent home is amended to

clarify that these are a type of Residential Care Facility, in compliance with state law.

- Family: In accordance with state housing law, the definition of family is amended to mean a group of individuals living together in a dwelling unit as a single housekeeping unit under a common housekeeping management plan based on an internally structured relationship providing organization and stability. The requirements for persons to be related by blood, marriage or adoption, and limitations on size have been removed.
- Apartment Hotel, Efficiency Units, or Single Room Occupancy (SRO) Units: These types of units shall mean a dwelling unit containing only one habitable room for occupancy by no more than two (2) persons, and containing a minimum of 220 square feet. This type of housing is considered a residential use and subject only to those restrictions that apply to other residential uses in the same zone. This type of housing is intended to meet the needs of extremely low-income residents.

Housing Program 4.3: Density Bonus

The City's current density bonus provisions in the BZO allow for a 25 percent density bonus and at least one additional financial or in-lieu incentive when certain conditions are met. Pursuant to state law, the City is required to increase the minimum density bonus to 35 percent. In order to comply with this requirement and to simplify the density bonus process, staff proposes to amend Section 26 of the BZO (Density Bonus) in its entirety.

The revised density bonus program applies to a project containing five (5) or more dwelling units, and is intended to encourage the production of low and very-low income housing units that may not otherwise be feasible to build in the current economic climate. The revised language refers to state law where applicable, ensuring long term compliance with state regulations. Requests for a density bonus shall be reviewed and approved by the body with approval authority over the underlying development entitlement. A request for density bonus can only be denied if certain findings are made, in accordance with state law.

Housing Element Program 5.2: Housing for the Disabled

The purpose of this ordinance amendment is to provide a procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act in the application of zoning laws and other land use regulations, policies and procedures, and to establish relevant criteria to be used when considering such requests. The proposed Section 27 of the BZO outlines application requirements, review authority, and findings that must be made in order to grant an exception from a zoning provision, regulation, or policy. The verbiage would accommodate persons with disabilities seeking access to housing, while providing protections for the City of Belmont to ensure compatibility with surrounding properties.

Housing Element Program 6.4: Adequate Water and Sewer Services

Sewer Service Priority: To ensure provision of affordable housing, communities across California have adopted policies granting priority for the provision of public utility services to proposed developments that include housing for lower income households. The City of Belmont provides sewer services to all residents within the City limits and has developed a Sewer Priority Policy that applies to new applications for sewer services, or to requests for upgrades to sewer services. Upon adoption of the Sewer Priority Policy, it would be a City directive to prioritize sewer service to proposed developments that include units available to lower income households, as defined by state law. The policy does provide protections for the City to deny sewer services when the City does not have sufficient treatment or collection capacity.

Environmental Clearance (CEQA)

Under Title 14 of the California Code of Regulations, Section 15061(b)(3), the proposed ordinance exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment. It is recommended that the City Council direct staff to file a Notice of Exemption with the San Mateo County Clerk in accordance with the CEQA guidelines.

Alternatives

1. Refer back to staff for additional information.
2. Take No Action

Attachments

- A. Draft City Council Ordinance introducing Zoning Text Amendments (First Reading)
- B. Draft Resolution Adopting a Sewer Service Priority Policy

Fiscal Impact

- ☒ No Impact/Not Applicable
☐ Funding Source Confirmed:

Source:

- ☐ Council
☒ Staff
☐ Citizen Initiated
☐ Other*

Purpose:

- ☒ Statutory/Contractual Requirement
☐ Council Vision/Priority
☐ Discretionary Action
☒ Plan Implementation*

Public Outreach:

- ☒ Posting of Agenda
☐ Other*

*General Plan Housing Element 2007-2014

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BELMONT AMENDING HOUSING REGULATIONS IN THE BELMONT ZONING ORDINANCE (ORDINANCE NO. 360) TO CONFORM WITH AND IMPLEMENT THE CITY'S HOUSING ELEMENT

THE CITY COUNCIL OF THE CITY OF BELMONT DOES ORDAIN AS FOLLOWS:

SECTION 1. BZO SECTION 2.10a ADDED

City of Belmont Ordinance No. 360 ("Belmont Zoning Ordinance") is amended by adding Section 2.10a to read:

2.10a APARTMENT HOTEL, EFFICIENCY UNITS OR SINGLE ROOM OCCUPANCY (SRO) UNITS - "Apartment hotel", "efficiency units" or "single room occupancy (SRO) unit" mean a dwelling unit containing only one habitable room for occupancy by no more than two (2) persons, and containing a minimum of 220 square feet of living space. These units are considered a residential use and subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.

SECTION 2. BZO SECTION 2.59 AMENDED

City of Belmont Ordinance No. 360 ("Belmont Zoning Ordinance") Section 2.59 is amended to read:

2.59 FAMILY – ~~Individuals that may reside in a dwelling unit consisting of persons related by blood, marriage or adoption plus not more than two additional unrelated persons; or unrelated persons not to exceed a total of three.~~ "Family" means a group of individuals living together in a dwelling unit as a single housekeeping unit under a common housekeeping management plan based on an internally structured relationship providing organization and stability.

SECTION 3. BZO SECTION 2.92 AMENDED

City of Belmont Ordinance No. 360 ("Belmont Zoning Ordinance") Section 2.92 is amended to read:

2.92 NURSING OR CONVALESCENT HOME - ~~A building and premises for the care of the sick, injured, aged or infirm persons; or a place of rest for those who are bedfast or in need of considerable nursing care, but not including facilities for the treatment of sickness, or injuries, or surgical care.~~ "Nursing Home" or "Convalescent Home" means a ~~Residential Care Facility or any~~ structure occupied or intended to be occupied, for compensation, by persons recovering from injury or illness, or suffering from the infirmities of old age, and any comparable licensed facility. "Nursing Home" or "Convalescent Home" is a type of Residential Care Facility.

SECTION 4. BZO SECTION 2.100a AMENDED

City of Belmont Ordinance No. 360 ("Belmont Zoning Ordinance") Section 2.100a is amended to read:

2.100a RESIDENTIAL CARE FACILITY - As provided in Health and Safety Code Section

1502(a)(1), “Residential Care Facility” means any family home, group care facility, or similar facility, for 24-hour nonmedical care of persons in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual.

SECTION 5. BZO SECTION 2.100b ADDED

City of Belmont Ordinance No. 360 (“Belmont Zoning Ordinance”) is amended by adding Section 2.100b to read:

2.100b RESIDENTIAL CARE FACILITY, SMALL - “Small Residential Care Facility” is a Residential Care Facility that serves six or fewer persons. In accordance with Health and Safety Code Section 1566.3, the residents and operators of such a facility are considered a family for purposes of , and a Small Residential Care Facility is considered a residential use and a family dwelling.

SECTION 6. BZO SECTION 2.100c ADDED

City of Belmont Ordinance No. 360 (“Belmont Zoning Ordinance”) is amended by adding 2.100c (formerly section 2.100a) to read:

2.100c RESIDENTIAL DESIGN GUIDELINES (RDG) – a companion document to the Zoning Ordinance, which provides basic design concepts and elements of good design required for all new residential structures and additions of 400 sq. ft. or more. The RDG includes relevant examples of designs that are in general agreement with the findings required for Single Family Design Review application approval. The RDG may be modified from time to time by Resolution of the City Council, after a review and recommendation by the Planning Commission.

SECTION 7. BZO SECTION 2.119a ADDED

City of Belmont Ordinance No. 360 (“Belmont Zoning Ordinance”) is amended by adding Section 2.119a to read:

2.119a SUPPORTIVE HOUSING – “Supportive housing” is defined by California Health & Safety Code Section 50675.14 and means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing is permitted as a residential use and is only subject to those restrictions that apply to other residential dwellings in the same zone. This paragraph is advisory only and not intended to deviate from state law as it may be amended from time to time.

SECTION 8. BZO SECTION 2.122a AMENDED

City of Belmont Ordinance No. 360 (“Belmont Zoning Ordinance”) Section 2.122a is amended to read:

2.122a TRANSITIONAL HOUSING – “Transitional housing” is defined by California Health & Safety Code Section 50675.2 and means buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a

predetermined future point in time that shall be no less than six (6) months from the beginning of assistance. Transitional housing is permitted as a residential use and is only subject to those restrictions that apply to other residential dwellings of the same type in the same zone. This paragraph is advisory only and not intended to deviate from state law as it may be amended from time to time.

SECTION 9. BZO SECTION 2.122b ADDED

City of Belmont Ordinance No. 360 (“Belmont Zoning Ordinance”) is amended by adding Section 2.122(b) (formerly section 2.122a) to read:

2.122**b** TRUCK STORAGE YARD OR TERMINAL - Any area, tract, plot or site of land whereupon two or more trucks or other pieces of heavy equipment are stored, parked or maintained, or, the origin or terminal point of two or more trucks or other pieces of heavy equipment, usually where loading, storage or maintenance facilities are located.

SECTION 10. BZO SECTION 3.1 AMENDED

City of Belmont Ordinance No. 360 (“Belmont Zoning Ordinance”) Section 3.1 (Zoning District Established) is amended to read:

3.1 CLASSES OF DISTRICTS - For the purpose of this Ordinance, the City is divided into the following classes of districts as shown on the maps hereinafter included by reference:

Single Family Residential, or R-1E, R-1H, R-1A, R-1B and R-1C Districts
Duplex Residential, or R-2 Districts
Multi-family Residential, or R-3, R-4 and R-5 Districts
Hillside Residential and Open Space, or HRO-1 and HRO-2 Districts
Neighborhood Commercial, or C-1 Districts
General Commercial, or C-2 Districts
Highway Commercial, or C-3 Districts
Service Commercial, or C-4 Districts
Executive Administrative, or E-1, E-2.1 and E-2.2 Districts
Limited Industrial, or M Districts
Agricultural, or A Districts
Exclusive Manufacturing, or M.E. Districts
Special Building Site District No. 1, ~~or S-1~~ or S-2 Combining Districts
Downtown Design Control District, or D-1 Combining Districts
Schools and Compatible Multiple Uses, or SC Districts
Open Space Public, or OS-P Districts

SECTION 11. BZO SECTION 4.2.2 AMENDED

City of Belmont Ordinance No. 360 (“Belmont Zoning Ordinance”) Section 4.2.2 (Single Family Residential Districts) is amended to read:

4.2.2 CONDITIONAL USES - The following uses shall be permitted only when authorized by a Conditional Use Permit issued in accordance with the provisions of Section 11 herein:

(a) – (g) [text unchanged]

(h) ~~Nursing homes, convalescent homes or rest homes accommodating not~~

~~more than five patients, not including nursing homes for mental or drug addiction or liquor addiction cases.~~ Residential Care Facilities serving more than six persons.

(i) – (o) [text unchanged]

SECTION 12. BZO SECTION 4.5.2 AMENDED

City of Belmont Ordinance No. 360 (“Belmont Zoning Ordinance”) Section 4.5.2 (Medium Density Multi-Family Residential Districts) is amended to read:

4.5.2 CONDITIONAL USES - The following uses shall be permitted only when authorized by a Conditional Use Permit issued in accordance with the provisions of Section 11 herein:

(a) [text unchanged]

(b) ~~Convalescent homes, rest homes or nursing homes, accommodating more than five persons, in addition to the owner or manager and his family~~ Residential Care Facilities serving more than six persons.

(c) – (f) [text unchanged]

SECTION 13. BZO SECTION 4.7.3 AMENDED

City of Belmont Ordinance No. 360 (“Belmont Zoning Ordinance”) Section 4.7.3 (HRO-1, HRO-2, and HRO-3 Districts) is amended to read:

4.7.3 CONDITIONAL USES - The following uses shall be permitted in the HRO-1, HRO-2, and HRO-3 Districts, except as otherwise specified, only when authorized by a Conditional Use Permit issued in accordance with the provisions of Section 11 herein:

(a) – (e) [text unchanged]

(f) ~~Nursing homes, convalescent homes or rest homes accommodating not more than 6 patients.~~ Reserved.

(g) – (o) [text unchanged]

SECTION 14. BZO SECTION 21 AMENDED

City of Belmont Ordinance No. 360 (“Belmont Zoning Ordinance”) Section 21 is amended to read:

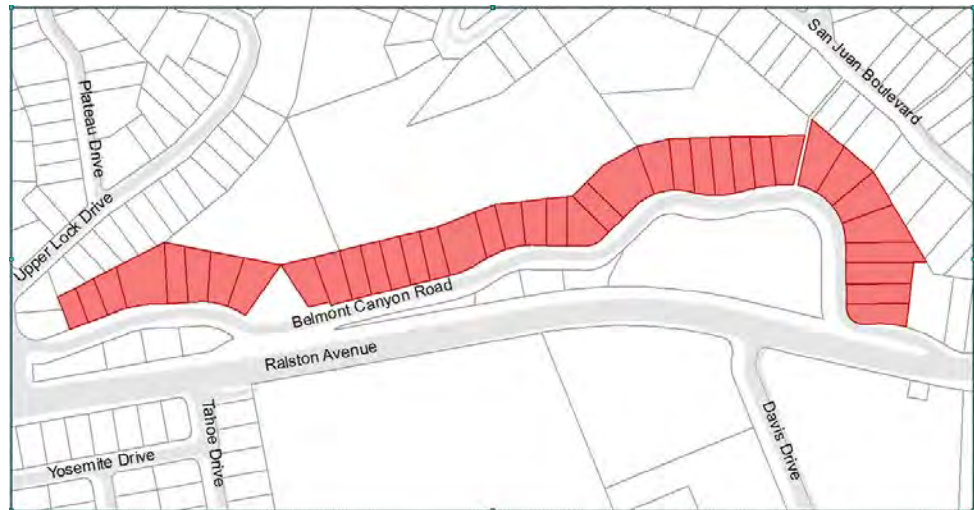
SECTION 21 - SPECIAL COMBINING DISTRICTS

21.1 SPECIAL COMBINING DISTRICTS ~~— This section establishes~~ Certain classes of districts designated respectively by the symbols S₁ or S-1 or S-2 referred to herein as Special Combining Districts or S Districts. ~~are established for the purposes hereinafter set forth. In any district with which~~ When a zoning district is combined any with an S district ~~When a zoning district is combined with an S district~~ the following regulations as specified for the respective S district ~~the following regulations as specified for the respective S district~~ shall apply in that portion of the district combined with the S District. Zoning regulations

contained in the underlying district that are not superseded or incompatible with the S District regulations shall continue to apply. ~~in lieu of the respective regulations as to building site areas, depths of front yards, and widths of side yards or other regulations which are herein before specified for such district with which is combined such S district.~~

21.2 S-1 SPECIAL BUILDING SITE COMBINING DISTRICT

- (a) S-1 District Established. The S-1 Special Building Site District comprises t~~That~~ certain area situated within the City of Belmont and described on the following map ~~attached hereto marked Exhibit A section~~ as an S-1 District. The City of Belmont Zoning Map is hereby amended to include the S-1 District as shown.



- ~~21.3(b) SPECIAL BUILDING SITE DISTRICT NO. 1, S-1 DISTRICTS.~~ S-1 District Purpose. The S-1 Districts ~~are~~is established to provide special regulations pertaining to front yard setbacks, ~~Board of Design Review,~~ and retention of trees and vegetation in steep hillside areas.

- (c) S-1 District Regulations. The following development regulations shall be applied to properties located within the S-1 District in lieu of the respective underlying zoning regulations.

- ~~21.4~~(1) Front Yard. The minimum depth of the front yard in S-1 District shall be zero feet; provided however, that the minimum distance from the front of the structure to the back-of-curb, the location of which shall be established by the City Engineer, shall not be less than 23 feet.

- ~~21.5~~(2) Driveway Length. The minimum length of driveway on private property in S-1 Districts shall be zero feet, provided however, that all other regulations pertaining to driveways and vehicle ramps, ~~as established in City Code Section 6.41,~~ shall remain in force, and further provided that an Encroachment Permit shall be secured from the Belmont City Council and recorded with the San Mateo County Recorder prior to issuance of a building permit to construct said driveway on City right-of-way.

- ~~21.6~~(3) Garage Doors. Garage doors constructed or erected in the S-1 Districts when

located within four feet of the front setback line, shall be of such type which do not project beyond the front of the building when open, closed or during opening and closing.

- ~~21.7(4)~~ Design Review. All uses in the S-1 Districts shall be subject to Design Review as prescribed in Section 13 of this Ordinance. It is the policy of the City of Belmont to preserve the rural character, natural vegetation and trees in this area. ~~The Board of Design shall review~~ Each proposed building in S-1 Districts shall be reviewed with this objective.

21.3 S-2 EMERGENCY SHELTER COMBINING DISTRICT

- (a) S-2 District Established. The S-2 Emergency Shelter Combining District comprises that certain area situated within the City of Belmont and described on the map the following map as an S-2 District. The City of Belmont Zoning Map is hereby amended to include the S-1 District as shown.



- (b) S-2 District Purpose. The purpose of the S-2 Emergency Shelter Combining District is to establish a District with sufficient capacity to accommodate the need for emergency shelters where emergency shelters are permitted without a conditional use permit or other discretionary action as required by Government Code Section 65583.
- (c) Emergency Shelter Defined. "Emergency Shelter" is defined by Health and Safety Code section 50801(e) and does not include: (i) transitional housing¹; or (ii) temporary shelter provided by general relief in the wake of a disaster.
- (d) Permitted and Conditionally Permitted Emergency Shelter Uses.
- (1) Permitted Use. Emergency shelters are permitted within the S-2 District without a conditional use permit or other discretionary review when:
- (A) The shelter has sixteen (16) or fewer beds serving no more than sixteen (16) homeless persons at one time, and
- (B) The cumulative number of either emergency shelter beds or persons served at one time in the S-2 District does not exceed sixteen (16).

- (2) Conditionally Permitted Use. An emergency shelter within the S-2 District with more beds or serving more people than the cumulative number of beds or persons served at one time in subsection (d)(1)(B) requires a conditional use permit.
- (e) Development Regulations. An emergency shelter shall conform to all development regulations of the zoning district in which it is located, except off-street parking shall be provided as set forth in the table below. The Community Development Director may reduce the parking requirement if the shelter can demonstrate a lower need. All required parking spaces and access thereto shall conform to the city parking design standards. Modifications to the development regulations of the underlying zoning district may be permitted subject to approval of a conditional use permit by the planning commission.

<u>Type</u>	<u>Parking Spaces</u>	
<u>Vehicular</u>	<u>Per Employee or volunteer on duty when the shelter is open to clients</u>	<u>1 space</u>
	<u>Per Family</u>	<u>0.50 space</u>
	<u>Per non-family bed</u>	<u>0.25 space</u>
<u>Bicycle</u>	<u>Per Bed</u>	<u>0.25 space</u>

- (f) Performance Standards. Emergency shelters shall conform to the following performance standards. A modification to a performance standard may be permitted subject to approval of a conditional use permit.
- (1) Waiting and Client Intake Areas. Shelters shall provide ten (10) square feet of on-site, interior waiting and client intake space per bed. In addition, one (1) office or cubicle shall be provided per ten (10) beds, with at least one (1) office or up to twenty-five percent (25%) of the offices designed for client privacy. Waiting and intake areas may be used for other purposes as needed during operations of the shelter.
- (2) Facility Requirements. Each facility shall have a written management plan that uses best practices to address homeless needs (e.g., quality assurance standards developed by the San Mateo County HOPE Quality Improvement Project) which shall include, at a minimum, the following:
- (A) On-Site Management. On-site personnel are required during hours of operation when clients are present.
- (B) Hours of Operation. Facilities shall establish and maintain set hours for client intake and discharge. The hours of operation shall be consistent with the services provided and be clearly posted.
- (C) Services. Facilities shall provide overnight accommodation and meals for clients. Staffing and services or transportation to such services shall be provided to assist clients to obtain permanent shelter and income.
- (D) Kitchen. Each facility shall provide a common kitchen and dining area.

- (E) Sanitation. Each facility shall provide restrooms and shower facilities for client use.
- (F) Storage. Each facility shall provide a secure area for storage of client personal property.
- (G) Coordination. The shelter operator shall establish a liaison staff to coordinate with city, police, school district officials, local businesses, and residents on issues related to the operation of the facility.
- (H) Exterior Security Lighting. Adequate external lighting shall be provided for security purposes. The lighting shall be sufficient to provide illumination and clear visibility to all outdoor areas, with minimal spillover on adjacent properties. The lighting shall be stationary, directed away from adjacent properties and public rights-of-way, and compatible with the neighborhood.
- (I) Security. On-site security shall be provided during the hours of operation when clients are present.
- (g) Compliance Review Procedures. An emergency shelter facility shall be reviewed for compliance with all development regulations and performance standards prior to occupancy of the facility, where a use permit is not required.
- (1) Request for Compliance Review. Requests for compliance review shall be made in writing by the owner of the property, lessee, purchaser in escrow, or optionee with the consent of the owners. The request shall be accompanied by a project description explaining the details of the proposal, and both site and building floor plans.
- (2) Compliance Determination. The Community Development Director or designee shall make a determination of compliance in writing after reviewing the request materials and considering any comments received. The determination of the community development director is final and not subject to appeal.

SECTION 15. BZO SECTION 26 AMENDED

City of Belmont Ordinance No. 360 ("Belmont Zoning Ordinance") Section 26 (Density Bonus) is amended to read:

SECTION 26 – DENSITY BONUSES

26.1 PURPOSE. The purpose of this Section is to adopt regulations that specifies how compliance with Government Code Section 65915 ("State Density Bonus Law") will be implemented in an effort to encourage the production of low and very-low income housing units in developments proposed within the city.

26.2 DEFINITIONS. Unless otherwise specified in this Section, the definitions found in State Density Bonus Law apply to the terms contained herein.

26.3 APPLICABILITY.

- (a) This Section applies to all zoning districts, including mixed use zoning districts, where:

- (1) residential developments of five (5) or more dwelling units are proposed; and,
- (2) the applicant seeks and agrees to provide low, very low, senior or moderate income housing units in the threshold amounts specified in State Density Bonus Law such that the resulting density is beyond that which is permitted by the applicable zoning.
- (b) This Section and State Density Bonus Law apply only to the residential component of a mixed use project and do not increase the allowable density of the nonresidential component of any proposed project.

26.4 APPLICATION REQUIREMENTS.

- (a) Any applicant requesting a density bonus, incentive(s) or waiver(s) under the State Density Bonus Law must provide a written proposal to the city. The proposal shall be submitted prior to or concurrently with filing the planning application for the housing development and shall be processed in conjunction with the underlying application.
- (b) The proposal for a density bonus, incentive(s) or waiver(s) under the State Density Bonus Law must include the following information.
 - (1) Requested Density Bonus. The proposal must demonstrate that the project meets the State Density Bonus Law threshold(s) for the requested density bonus. The proposal must include calculations. The density bonus units may not be included in determining the percentage of base units that qualify a project for a density bonus under State Density Bonus Law.
 - (A) the maximum base density,
 - (B) the number/percentage of affordable units and identification of the income level at which such units will be restricted,
 - (C) additional market rate units resulting from the density bonus allowable under State Density Bonus Law and the resulting unit per acre density.
 - (2) Requested Incentive(s). The request for particular incentive(s) must include a pro forma or other report evidencing that the requested incentive(s) results in identifiable, financially sufficient and actual cost reductions that are necessary to make the housing units economically feasible. The report shall be sufficiently detailed to allow the city to verify its conclusions. If the city requires the services of specialized financial consultants to review and corroborate the analysis, the applicant will be liable for all costs incurred in reviewing the documentation.
 - (3) Requested Waiver(s). The written proposal shall include an explanation of the waiver(s) of development standards requested and why they are necessary to make the construction of the project physically possible. Any requested waiver(s) shall not exceed the limitations provided by Section 26.8 and to the extent such limitations are exceeded will be considered as a request for an incentive.
 - (4) Fee. Payment of the fee in an amount set by resolution of the city council to reimburse the city for staff time spent reviewing and processing the State Density Bonus Law application submitted under this Section.

26.5 DENSITY BONUS.

- (a) A density bonus for a housing development means a density increase over the otherwise maximum allowable residential density under the applicable zoning and land use designation on the date the application is deemed complete. The amount of the allowable density bonus shall be calculated as provided in State Density Bonus Law. The applicant may select from only one of the income categories identified in State Density Bonus Law and may not combine density bonuses from different income categories to achieve a larger density bonus.
- (b) The body with approval authority for the planning approval sought will approve, deny or modify requests for density bonus and incentive(s) in accordance with State Density Bonus Law. Nothing herein prevents the city from granting a greater density bonus and additional incentives or waivers than that provided for herein, or from providing a lesser density bonus and fewer incentives and waivers than that provided for herein, when the housing development does not meet the minimum thresholds.

26.6 INCENTIVES.

- (a) The number of incentives granted shall be based upon the number the applicant is entitled under the State Density Bonus Law.
- (b) An incentive includes a reduction in site development standards or a modification of zoning code requirements or architectural requirements that result in identifiable, financially sufficient and actual cost reductions. An incentive may be the approval of mixed use zoning (e.g., commercial) in conjunction with a housing project if the mixed use will reduce the cost of the housing development and is compatible with the housing project. An incentive may, but need not be, the provision of a direct financial incentive, such as the waiver of fees.
- (c) A requested incentive may be denied only for those reasons provided in State Density Bonus Law. Denial of an incentive is a separate and distinct act from a decision to deny or approve the entirety of the project.

26.7 DISCRETIONARY APPROVAL AUTHORITY RETAINED. The granting of a density bonus or incentive(s) shall not be interpreted in and of itself to require a general plan amendment, zoning change or other discretionary approval. If an incentive would otherwise trigger one of these approvals, when it is granted as an incentive, no general plan amendment, zoning change or other discretionary approval is required. However, if the base project without the incentive requires a general plan amendment, zoning change or other discretionary approval, the city retains discretion to make or not make the required findings for approval of the base project.

26.8 WAIVERS. A waiver is a modification to a development standard such that construction at the increased density would be physically possible. Modifications to floor area ratio in an amount equivalent to the percentage density bonus utilized shall be allowable as a waiver. Requests for an increase in floor area ratio above that equivalent percentage shall be considered a request for an incentive. Other development standards include, but are not limited to, a height limitation, a setback requirement, an on-site open space requirement, or a parking ratio that applies to a residential development. An applicant may request a waiver of any development standard to make the project physically possible to construct at the increased density. To be entitled to the requested waiver, the

applicant must show that without the waiver, the project would be physically impossible to construct. There is no limit on the number of waivers.

26.9 AFFORDABLE HOUSING AGREEMENT. Before project approval, the applicant must enter into an affordable housing agreement with the city, to be executed by the city manager, to the satisfaction of the city attorney guaranteeing the affordability of the rental or ownership units for a minimum of thirty (30) years and identifying the type, size and location of each affordable unit, and containing requirements for administration, reporting and monitoring. The agreement must be recorded in the San Mateo County recorder's office.

26.10 DESIGN AND QUALITY.

- (a) Affordable units must be constructed concurrently with market rate units and must be integrated into the project.
- (b) Affordable units must be of equal design and quality as the market rate units.
- (c) Exteriors and interiors, including architecture, elevations, floor plans, interior finishes and amenities of the affordable units must be similar to the market rate units.
- (d) The number of bedrooms in the affordable units must be consistent with the mix of market rate units.
- (e) The requirements of subsections (a) through (d) may be waived or modified on a case by case basis for affordable housing units developed for special groups, including housing for special needs or seniors.
- (f) Parking standards shall be modified as allowable under State Density Bonus Law and anything beyond those standards shall be considered a request for an incentive.

SECTION 16. BZO SECTION 27 ADDED

City of Belmont Ordinance No. 360 ("Belmont Zoning Ordinance") is amended by adding Section 27 (Reasonable Accommodation) to read:

SECTION 27 – REASONABLE ACCOMMODATION

- 27.1 Purpose.
- 27.2 Applicability.
- 27.3 Application requirements.
- 27.4 Review authority.
- 27.5 Findings and decision.
- 27.6 Appeal determination.
- 27.7 Rescission of grants of reasonable accommodation.

27.1 PURPOSE. The purpose of this Section is to provide a procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act in the application of zoning laws and other land use regulations, policies and procedures, and to establish relevant criteria to be used when considering such requests.

27.2 APPLICABILITY. In order to make specific housing available to an individual with a disability, any person may request a modification or exception to the rules, standards and practices for the siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of his or her choice. A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment. This Section applies only to those persons who are defined as disabled under the Federal Fair Housing Act and the California Fair Employment and Housing Act.

27.3 APPLICATION REQUIREMENTS.

(a) A request for reasonable accommodation must be filed on the application form provided by the Community Development Department. If necessary to ensure accessibility, the applicant may request an alternative format. The applicant may be the person with the disability or his or her representative. The application must be accompanied by a fee, set by the city council, and be signed by the owner of the property and must provide the following information:

(1) Applicant's name and contact information;

(2) Property address;

(3) Current use of the property;

(4) Basis for the claim that the individual is considered disabled under fair housing laws;

(5) The zoning provision, regulation or policy from which reasonable accommodation is being requested;

(6) Explanation why the reasonable accommodation is necessary to make the specific property accessible to the individual;

(7) Plans showing the details of the proposal.

(b) If the project for which the request for reasonable accommodation is being made also requires some other discretionary approval under this title (including but not limited to a conditional use permit, architectural control, variance, or zoning amendment), the application for reasonable accommodation shall be submitted and reviewed at the same time as the related applications.

27.4 REVIEW AUTHORITY.

(a) If an application under this Section is filed without any accompanying application for another approval, permit or entitlement under this title, the community development director shall make a written determination within forty-five (45) days and either grant, grant with modifications or deny a request for reasonable accommodation.

- (b) If an application under this Section is filed with an application for another approval, permit or entitlement under this title, it shall be heard and acted upon at the same time and in the same manner as such other application, and shall be subject to all of the same procedures.

27.5 FINDINGS AND DECISION.

- (a) Any decision on an application under this Section shall be supported by written findings addressing the criteria set forth in this subsection. An application under this Section for a reasonable accommodation shall be granted if all of the following findings are made:
- (1) The housing, which is the subject of the request, will be used by an individual disabled under the Federal Fair Housing Act and the California Fair Employment and Housing Act.
- (2) The requested reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Federal Fair Housing Act and the California Fair Employment and Housing Act.
- (3) The requested reasonable accommodation would not impose an undue financial or administrative burden on the city.
- (4) The requested reasonable accommodation would not require a fundamental alteration in the nature of a city program or law, including but not limited to land use and zoning.
- (5) The requested reasonable accommodation would not adversely impact surrounding properties or uses.
- (6) There are no reasonable alternatives that would provide an equivalent level of benefit without requiring a modification or exception to the city's applicable rules, standards and practices.
- (b) In granting a request for reasonable accommodation, the reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required by subsection (a).

27.6 APPEAL DETERMINATION. Any decision of the community development director or designee may be appealed by the applicant to the planning commission. The appeal shall be made in writing and filed with the Community Development Director within fifteen (15) days following the final decision. The appeal shall be accompanied by a fee, as set by the city council, and shall clearly state the reasons for the appeal. Where the request for accommodation is in conjunction with an application for another approval, permit or entitlement under this title, the appeal procedures for such other approval, permit or entitlement shall control.

27.7 RESCISSION OF GRANTS OF REASONABLE ACCOMMODATION. Any approval or conditional approval of an application under this Section may be conditioned to provide for its rescission or automatic expiration under appropriate circumstances.

SECTION 17. CEQA EXEMPTION

The City Council finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment. The Council therefore directs that a Notice of Exemption be filed with the San Mateo County Clerk in accordance with the CEQA guidelines.

SECTION 18. EFFECTIVE DATE.

This Ordinance shall take effect and will be enforced thirty (30) days after its adoption.

SECTION 19. PUBLICATION AND POSTING

The City Clerk has caused to be published a summary of this ordinance, prepared by the City Attorney under Government Code Section 36933, subdivision (c) of the, once, in a newspaper of general circulation printed and published in San Mateo County and circulated in the City of Belmont, at least five days before the date of adoption. A certified copy of the full text of the ordinance was posted in the office of the City Clerk since at least five days before this date of adoption. Within 15 days after adoption of this ordinance, the City Clerk shall cause the summary of this ordinance to be published again with the names of those City Council members voting for and against the ordinance; and the City Clerk shall post in the office of the City Clerk a certified copy of the full text of this adopted ordinance with the names of those City Council members voting for and against the ordinance.

* * *

The City Council of the City of Belmont, California introduced the foregoing ordinance, on July 22, 2014 and adopted the ordinance at a regular meeting held on August 26, 2014 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. 2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT ADOPTING A SEWER SERVICE PRIORITY POLICY FOR THE CITY OF BELMONT

WHEREAS, California Health and Safety Code Section 65589.7 requires each public agency or private entity providing water or sewer services to adopt written policies and procedures for granting a priority in the provision of water and sewer services to proposed developments that include housing units affordable to lower income households; and,

WHEREAS, the City of Belmont Housing Element 2007-2014 contains program 6.4 which states the City's intent to adopt a sewer priority policy in compliance with state law; and,

WHEREAS, the City of Belmont provides sewer service in the City of Belmont and desires to adopt a written policy that grants priority for service allocations to proposed housing developments that include housing units affordable to lower income households.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. That the City of Belmont adopts the Belmont Sewer Service Priority Policy attached hereto as Exhibit A.

* * *

ADOPTED July 22, 2014, by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
CITY OF BELMONT
SEWER SERVICE PRIORITY POLICY

1. Purpose

The purpose of this Sewer Service Priority Policy (“Policy”) is to provide the written policy for the City of Belmont (“City”) in accordance with Government Code Section 65589.7 granting priority for the provision of sewer service to proposed developments that include units for lower income households.

2. Application

This Policy applies only to new applications for sewer service or applications for upgrades to sewer service submitted to the City for proposed projects located in the City of Belmont for which the City must issue a building or other development permit.

Nothing in this Policy is intended or shall be construed as creating a right or entitlement to sewer service or any level of sewer service, nor shall this Policy be construed to either impose, expand or limit any duty concerning the City’s obligation to provide service to its existing customers or to any potential future customers.

3. Priority Policy

It is the policy of the City to prioritize sewer service to proposed developments that include units for lower-income households.

For purposes of this Policy, a “proposed developments that include units for lower income households” shall be developments that include dwelling units to be sold or rented to low and very-low income households, as defined in Health & Safety Code Section 50079.5, at an affordable housing cost, as defined in Health & Safety Code Section 50052.2, or an affordable rent, as described in Health & Safety Code Section 5003.

4. Findings for Denial.

The City shall not deny or condition the approval of an application for sewer services to, or reduce the amount of such services applied for by, a proposed development that includes units affordable to lower income households, unless the City makes specific written findings that the denial, condition or reduction is necessary due to the existence of one or more of the following:

- A. The City does not have sufficient treatment or collection capacity, as demonstrated by a written engineering analysis and report on the condition of the treatment or collection works, to serve the needs of the proposed development.
- B. The City is under an order issued by a regional water quality control board that prohibits new sewer connections.

- C. The applicant fails to agree to reasonable terms and conditions for sewer service from the City which is generally applicable to other development projects seeking sewer service from the City, including, but not limited to, payment of any fee or charge authorized by Government Code Section 66013.